

**Tender**  
**For**  
**Annual Maintenance Contract**  
**for**  
**Gardening, Electrical Services (HT & LT) and Plumbing & Sanitary**  
**Works at**  
**NABARD's Uttarakhand Regional Office Building**  
**for the period 01/03/2020 to 31/03/2021**



**Department of Premises, Security and Procurement,**  
**NABARD Uttarakhand Regional Office**  
**Plot no. 42, I T Park, Sahatradhara Road, Dehradun- 248013**  
**dpsp.dehradun@nabard.org**

Date of issue of tender document	17 <sup>th</sup> January 2020
Date of pre-bid meeting	03:00 PM on 30 <sup>th</sup> January 2020
Due date for submission of tender	12:00 PM on 7 <sup>th</sup> February 2020
Date and time of opening Technical bids	02:30 PM on 7 <sup>th</sup> February 2020
Earnest Money Deposit	Rs. 17,500/-
Security Deposit	5% of Annual Contract Amount

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<b>Particulars</b>
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• Tender Notice (Pre-Qualification Criteria & Information)
• Letter of Undertaking from the Tenderer
• Details of Personnel
• Clients Certificate
• General Terms and Conditions
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• Articles of Agreement (Draft)
<b>Part II (Price Bid)</b>
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\* The above documents duly filled and signed should be submitted along with Technical Bid. Incomplete Bids will stand rejected

\*\* The above documents duly filled and signed should be submitted along with Price Bid. Incomplete Bids will stand rejected.

## INTEGRITY PACT

*(to be executed on non-judicial stamp paper of Rs. 200/-)*

Between

**National Bank for Agriculture and Rural Development (NABARD)**  
hereinafter referred to as the “**Bank/Employer**”

And

..... hereinafter referred to as the  
“**Contractor/Agency/Service Provider**”

### **Preamble**

The Bank/Employer intends to award, under laid down organizational procedures, contract/s for Gardening, Electrical Maintenance (HT & LT) and Plumbing & Sanitary Works. The Bank/Employer 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 Contractor/Agency/Service Provider.

In order to achieve these goals, the Bank/Employer 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 Bank/Employer**

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

- a. No employee of the Bank/Employer, 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 Bank/Employer will, during the tender process treat all Bidder(s) with equity and reason. The Bank/Employer will, in particular, before and during the tender process, provide to all Contractor/Agency/Service Provider(s) the same information and will not provide to any Contractor/Agency/Service Provider(s) confidential/additional information through which the Contractor/Agency/Service Provider(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Bank/Employer will exclude from the process all known prejudiced persons.

(2) If the Bank/Employer 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 Bank/Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Contractor/Agency/Service Provider**

- (1) The Contractor/Agency/Service Provider(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 Contractor/Agency/Service Provider(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank/Employer '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 Contractor/Agency/Service Provider(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 Contractor/Agency/Service Provider(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor/Agency/Service Provider(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Contractor/Agency/Service Provider(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Contractor/Agency/Service Provider(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Contractor/Agency/Service Provider(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. Contractor/Agency/Service Provider(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 Contractor/Agency/Service Provider(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 Contractor/Agency/Service Provider(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 Bank/Employer is entitled to disqualify the Contractor/Agency/Service Provider(s) from the tender process.

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

- (1) If the Bank/Employer has disqualified the Contractor/Agency/Service Provider(s) from the tender process prior to the award according to Section 3, the Bank/Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit (EMD)/Bid Security.
- (2) If the Bank/Employer has terminated the contract according to Section 3, or if the Bank/Employer is entitled to terminate the contract according to Section 3, the Bank/Employer 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 Contractor/Agency/Service Provider(s)**

- (1) The Bank/Employer will enter into agreements with identical conditions as this one with all Contractor/Agency/Service Provider(s)
- (2) The Bank/Employer will disqualify from the tender process all Contractor/Agency/Service Provider(s) who do not sign the Pact or violate its provisions.

#### **Section 7- Criminal charges against violating Contractor/Agency/Service Provider(s)**

If the Bank/Employer obtains knowledge of conduct of a Contractor/Agency/Service Provider(s), or of an employee or a representative or an associate of a Contractor/Agency/Service Provider(s) which constitutes corruption, or if the Bank/Employer has substantive suspicion in this regard, the Bank/Employer will inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

- (1) The Bank/Employer 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

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(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 Contractor/Agency/Service Provider(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Bank/Employer including that provided by the Contractor/Agency/Service Provider. The Contractor/Agency/Service Provider 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 Contractor/Agency/Service Provider(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 Bank/Employer 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 Bank/Employer 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 Bank/Employer 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 Bank/Employer 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/Agency/Service Provider 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 Regional Office of the Bank/Employer, i.e. Dehradun.
- (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/Agency/Service Provider 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.

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(For & On behalf of the Bank/Employer)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

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(For & on behalf of the

Contractor/Agency/Service Provider(s)

(Office Seal)



Witness I:

(Name and Address)

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Witness II:

(Name and Address)

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## PRE-QUALIFICATION CRITERIA

1. The Tenderer should have a minimum experience of three (03) years of working with nature of works as briefly mentioned below.
  - **Gardening & Landscaping:** Creation of new garden, lawn etc. (2) Maintaining the existing garden/lawn (3) Pruning of tree / branches (4) Removal of all gardening related debris, dry leaves, (5) Application of fertilisers and pesticides, etc.
  - **Electrical Works:** Repair & Maintenance of all electrical low tension (LT) installation (3) Repair, operation & Maintenance of pumpsets, motor control panels, rising mains and distribution boards (4) Maintenance and repair of street lights, flood lights and other indoor / outdoor luminaires, wall mounted and ceiling fans, exhaust fans (5) Cleaning/servicing of switch-yards, substation meter panels and LT panels, (6) operation of DG set, (7) Repair / maintenance of capacitor banks and ventilators, (7) liaisoning with Electrical Inspector Inspector/lift inspector and other relevant statutory authorities, (8) replacement of old defective materials / equipment those are beyond economic repair with new ones and (9) Maintenance and repair of earthing system and lightning arrestors (10) Maintenance of Solar panels, CCTV, Fire Alarm System, Fire/Water Sprinkler, Smoke Detectors, Motion Sensors, Telephone wiring etc (11) Any electrical work related to Sewage Treatment Plant
  - **Plumbing and Sanitary works :** (1) All types of plumbing, sanitary works in the office complex including supply of plumbing and sanitary materials as per the requirement (2) Repair, maintenance of rain water pipes, Sewerage / stack lines in the duct / other area of the buildings (3) Maintenance of water supply line from Municipality's water line to UG sump, valves, meter chambers, water meters, foot valves, sewerage system for buildings & other ancillary structures (4) Cleaning of water tanks & U.G. Sumps and disinfecting with chlorine based approved chemicals etc. (5) Removing the deposits from the septic tanks, soak pits and cleaning the under ground sewage lines etc. (6) Cleaning the open surface drains clean and free from deposits (7) All works related to Fire hydrant (8) Any plumbing works related to Sewage Treatment Plant
2. **The contractors should meet following qualification criteria:**
  - Minimum 3 years' experience ( as on 31.03.2019) in the field of Gardening, Electrical maintenance and Plumbing & Sanitary AMC Contracts, which include all the activities as listed in point no. 1 and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office.

S. No.	Experience Criteria	Annual Contract Value
1	01 similar work during last 3 years (ending 31/03/2019) with annual contract value (costing individually) not less than Rs.	Rs. 5 lacs

- The tenderers should have Annual Turnover as given in the following table during the last three years (03 years) ending **31 March 2019** supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.

S. No.	Turnover Criteria	Annual Turnover
1	Annual Turnover during last 3 years (ending 31/03/2019) should be	Rs. 6 lacs

- Should have their own office within the city / suburban areas of Dehradun, Uttarakhand. If the contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.

3. Tender shall be accompanied by a copy of each of the documents like,

- Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm,
- List of eligible work executed during last three (3) years,
- 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.
- The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
- Details of works on hand
- 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.

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

4. 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.
5. Tenderers should have a current bank account with a scheduled commercial bank.
6. 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.
7. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.
8. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
9. 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.
10. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
11. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.
12. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.

**Information on Pre-Qualification Criteria**

(to be submitted on Tenderer's own letterhead)

No. ....

Date : .....

To

The Chief General Manager

National Bank for Agriculture and Rural Development

Uttarakhand Regional Office

Plot No. 24, IT Park

Sahastradhara Road

Dehradun

Uttarakhand - 248013

Dear Sir,

**Prequalification of contractors for Annual Maintenance Contract for Gardening, Electrical Maintenance (HT & LT) and Plumbing & Sanitary Works at NABARD Uttarakhand Regional Office, Plot no. 42, IT Park, Sahastradhara Road, Dehradun - 248013 for the period 01/03/2020 to 31/03/2021**

With reference to your letter no. \_\_\_\_\_ dated \_\_\_\_\_, I / We offer our services as AMC contractor for Gardening, Electrical Maintenance (HT & LT) and Plumbing & Sanitary Works in NABARD's Uttarakhand Regional Office Building, Dehradun.

We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

We understand that bids without the documents (enlisted in the Tender) duly signed and sealed, stands rejected and we not plead any relaxation in this regard.

We also agree to keep the earnest money valid during the entire period of validity of tender. All the desired information in the prescribed format i.e. format of technical bid, documents and certificates as required by you, are enclosed herewith for your perusal.

Thanking you.

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

(Tenderer's Seal)

## **Letter of Undertaking from the Contractor**

(to be submitted on Tenderer's own letterhead)

Place :

Date :

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Uttarakhand Regional Office  
Plot No. 24, IT Park  
Sahastradhara Road  
Dehradun  
Uttarakhand - 248013

### **Annual Maintenance Contract for Gardening, Electrical Maintenance (HT & LT) and Plumbing & Sanitary Works at NABARD Uttarakhand Regional Office, Plot no. 42, IT Park, Sahastradhara Road, Dehradun - 248013 for the period 01/03/2020 to 31/03/2021**

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the premises/site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender by NEFT/RTGS in favour of NABARD.
5. I / We agree to deposit all taxes, levies, Cess etc., on account of services rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
6. I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the terms and conditions will not be changed by us.

7. I /We further agree to pay any fine or statutory dues imposed by any statutory authority in the course of execution of subject contract, for which the tender is being submitted.
8. The rates quoted by me/us, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period of contract.
9. We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
10. Should this Tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the Contract Document.
11. We have submitted all the requisite documents under respective parts (Technical and Price Bids) and if you find any document is missing/not submitted, the offer may be rejected.

Name of the person authorized to sign and submit the tender:

(I) \_\_\_\_\_

(II) \_\_\_\_\_

*(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).*

Yours faithfully

(Name and signature of the tenderer)

Place:

Date:

**1. Details of Administrative Personnel**

<b>S. No</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Professional Experience</b>	<b>No. of years associated with the firm</b>

**2. Details of Technical Personnel**

<b>S. No</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Professional Experience</b>	<b>No. of years associated with the firm</b>

**3. Details of tools, equipment with the tenderer keeping in view the scope of works in the tender.**

**CLIENT's CERTIFICATE REGARDING PERFORMANCE OF  
CONTRACTOR**

Give details of the similar type of Gardening, Electrical Maintenance (HT & LT) and Plumbing & Sanitary AMC work (satisfying the requirements mentioned in the Tender notice) completed during the last three (03) years in the following Proforma (separate form of each work).

1. Name & address of the Client:
2. Details of Works executed by M/s:
3. Name of work with brief particulars:
4. Agreement No. and date:
5. Agreement/Contract amount:
6. Date of commencement of work:
7. Stipulated date of completion:
8. Actual date of completion:
9. Details of compensation levied for delay (indicate amount) if any:
10. Gross amount of the work completed and paid:
11. Name and address of the authority under whom works executed:
12. Whether the contractor employed qualified / experienced supervisor during execution of work?
13. Quality of work (indicate grading):  
Outstanding/Very Good/Good/Satisfactory/poor
14. Amt. of work paid on reduced rates, if any.
15. Did the contractor go for arbitration?
  - (i) If yes, total amount of claim:
  - (ii) Total amount awarded:
16. Comments on the capabilities of the contractor:
17. Technical proficiency: Outstanding/Very Good/ Good/Satisfactory/poor
18. Financial soundness: Outstanding/Very Good/ Good/Satisfactory/poor
19. Mobilization of manpower: Outstanding/Very Good/ Good/Satisfactory/poor
20. General behaviour Outstanding/Very Good/ Good/Satisfactory/poor

Note : All columns should be filled in properly

Signature of Reporting Officer\* with Office seal

\*Officer of the rank of executive officer or equivalent



## National Bank for Agriculture and Rural Development

### General Terms and Conditions

#### **Annual Maintenance Contract for Gardening, Electrical Maintenance (HT & LT) and Plumbing & Sanitary Works at NABARD Uttarakhand Regional Office, Plot no. 42, IT Park, Sahastradhara Road, Dehradun - 248013 for the period 01/03/2020 to 31/03/2021**

1. 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.
2. Quoted amount 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.
3. The lumpsum amount quoted by the Bidder shall not be subject to revision during the currency of the contract irrespective of revision in minimum wages by the Government.
4. 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. Monthly payments will be made in the case of AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Site Supervisor 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.
6. 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.
7. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
8. 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.
9. 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.
10. 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 insurance cover may be taken in the joint name of NABARD (to appear first) and the Contractor respectively to the extent of at least 1.25 times of the tender amount and the original Insurance policy may be deposited in NABARD.

11. 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.
12. 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, if applicable.
13. The contractor will be responsible for timely payment to 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.
14. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
15. 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.
16. The following requisites are to be fulfilled by the contractor:
  - (i). Time schedule of works
  - (ii). Presence of required number of the persons at the site as per contract
  - (iii). Maintain desired quality of the work as per specification
17. The penalties for not complying with the above are indicated in Special Conditions of contract.

18. **Annexure I** - The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure I.
19. **Annexure II** (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Technical Bid. Tenders/bids not complying with the minimum wages payment are liable to be rejected. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.
20. **Annexure III**: (Calculation sheet for supply of manpower and minimum wages along with contractor's profit/overhead etc) is required to be submitted duly filled along with the Price Bid.
21. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
22. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.
23. **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.
24. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.

25. 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.
26. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, etc. at the site.
27. The Contractor's workmen should report to ACT/ Site supervisor 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.
28. 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 behaviour / 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.
29. 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.
30. 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.
  - (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 Dehradun.

(c)The language of arbitration shall be English.

(d)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.

31. 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.
32. 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.
33. 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.
34. 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.
35. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.
36. The engaged staff shall also undertake other specific work related with/without AMC works during working hours as per instruction of ACT/Engineer, if required.
37. **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.

38. 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.

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

40. 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.

41. 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.

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

43. 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.

44. 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.

45. **Validity of Offer** : 90 days from the date of opening of the Tenders.
46. 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.
47. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.
48. We / I accept all the Terms and Conditions in all respects without any reservation.

Signature of the Tenderer :

Name and Seal :

Place :

Date :

Address :

## National Bank for Agriculture and Rural Development

### Instructions for filling the Tender

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in post or non-receipt of Quotations / Tender Documents.
3. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly super scribed with name of work should be deposited in the prescribed Tender Box on Ground floor. The envelope should be addressed to the **“Chief General Manager, NABARD Uttarakhand Regional Office, Plot no. 42, IT Park, Sahastradhara Road, Dehradun – 248013”**. The last date of receipt of Tender is on or before **12:00 PM on 7<sup>th</sup> February 2020** and Technical Bids of Tenders will be opened on **02:30 PM on 7<sup>th</sup> February 2020**. Revision in date and time, if any, would be conveyed accordingly.
4. Bids submitted by unauthorised agents and FAX / Telegraphic/Email bids shall not be entertained / considered.
5. The quoted amount should include all items pertaining to the Gardening, Electrical Maintenance (HT & LT), Plumbing & Sanitary works and all associated works and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.
6. 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.
7. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.
8. 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.
9. 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 / Deviatonal Tenders may be rejected without making any reference to the Tenderers.
10. The amount 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.

11. No advance shall be paid towards mobilisation and cost of materials.
12. 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.
13. 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. The Contractor shall be fully responsible and shall compensate 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 insurance policy may be obtained in the Contractor's name to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited in NABARD. In case, no insurance policy 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.
14. 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.
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

16. The Contractor shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff.
17. 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.
18. The decision of NABARD in awarding the work shall be final.
19. 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.
20. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

### **DECLARATION BY THE CONTRACTOR**

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

(Signature of the Tenderer)

Name and Seal:

Address:

Place:

Date :

## **National Bank for Agriculture and Rural Development**

### **Annual Maintenance Contract for Gardening, Electrical Maintenance (HT & LT) and Plumbing & Sanitary Works at NABARD Uttarakhand Regional Office, Dehradun for the period 01/03/2020 to 31/03/2021**

#### **SCOPE OF WORKS**

##### **(A) Gardening Works:**

The following works are to be done under AMC for the captioned work by deploying experienced gardeners:

1. Use all the tools, tackles such as sickles, knives, scissors, PVC flexible pipe for watering of required size and length, water jugs for sprinkling water on plants and all other relevant accessories generally required for gardening and horticulture jobs, which shall be provided by the Bank for the gardening work.
2. If the contractor fails to provide the necessary tools to the gardeners, Bank will provide the same and the cost will be recovered from the bills of the contractor.
3. Spreading of earth, manure/compost, sludge etc to the required thickness and levelling and dressing the areas and when desired by NABARD. For bringing red soil/organic manure, fertilizers and pesticides such as urea, potash etc, extra payment will be made by NABARD for a specific quantity.
4. Renovating the lawns/garden including de-weeding, mowing the grass, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, watering etc, as and when necessary or as desired by NABARD.
5. The plant pots inside the building will have to be replaced with standby pots as per the desired frequency. During this process, the plants, leaves and pots shall be cleaned. Further, the gardeners will also check the stagnant water in planters to arrest mosquito breeding.
6. Uprooting vegetation, other plant and weed growth by digging the area, forking repeatedly, breaking clods etc as and when necessary or as desired by NABARD.
7. Preparation of beds for hedging and shrubbery by proper excavation, breaking clods, mixing with sludge, manure etc as required or as desired by NABARD.
8. Maintaining the existing garden and plants condition to the satisfaction of the Bank, if necessary, by planting additional seasonal plants, perennial flowering plants, grass etc with proper soil preparation and application of manures etc from time to time as and when necessary or as desired by NABARD.
9. Removing the dead leaves, polythene bags, papers and any other foreign materials from inside the garden and lawn area every day and upkeep of garden and lawn.
10. Laying the loose bricks on edge cum end and half-inserted inside the ground (in inclined position) around the plants or in a line as desired/directed.
11. Regular maintenance of plants in the flower pots including watering daily, manuring, adding extra earth etc for healthy growth of plants in the pots. For replacement of damages/broken pots and plants, extra payment will be made

by NABARD for pots irrespective of pot's cost. In case of requirement of new plants and pots, the same will either be purchased by NABARD directly from market or extra payment will be made to the contractor.

12. Any work (as described above) not done properly shall be redone to the satisfaction of NABARD, for which no extra payment shall be admissible.
13. In case of failure to complete a job within a specified time, the same may be got executed through another agency at the contractor's risk and cost without giving further notice.
14. The gardeners must report to the Site Supervisor /Caretaker / ACT daily at a time mentioned in BOQ for taking any instructions
15. Water shall be supplied free of cost by NABARD at the selected points inside the RO premises. The Contractor should arrange for sufficient long PVC flexible pipe for watering of required size and length at his cost or have sufficient buckets to carry water from the tap. No additional taping of water shall be permitted.
16. The additional plants and pots shall be provided by the Bank.

#### **Important instructions:**

1. The Gardening staff shall be responsible for cleaning of the gardens to ensure that the same is spic-and-span.
2. Pick up any litter lying in the Gardens of the Bank premises.
3. Any damage to the gardens or pots will be brought to the notice of the ACT/caretaker/Bank's Engineer immediately.
4. Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities

#### **Special Instructions:**

1. The successful bidder shall provide gardeners whose identity is to be established, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.
2. The manpower provided by you shall be available from 08:00 AM to 04:00 PM. The deployment of manpower may be flexible and could be changed depending upon the work.
3. You will provide substitutes in case of absentees. Penalty will be imposed in case of absences as given in the special terms and conditions of the contract. Contractor may take all necessary measures so that the work do not suffer on account of the absence of its staff and to avoid penalty.
4. All Gardening staff must be suitably trained with experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times. The staff must be polite and may be trained for the behaviour in the office
5. NABARD shall have the right to inspect the stock of materials supplied to you by NABARD as and when it may be fit and proper and you shall be liable to furnish proper accounts for the same
6. NABARD shall not be responsible to your workers in any manner whatsoever. The behaviour of the workers will be polite and no complaint in this regard shall

be entertained. Contractor shall be responsible for any complaints in this regard.

7. NABARD will reserve its right to recover the loss of damage from you, if any, caused by your works during the period of performance of the work from any amount payable to you or otherwise NABARD's decision in this regard shall be final.

**(B) Electrical Works:**

The Contractor is responsible to provide Services through Qualified and well experienced personnel, who can independently handle, Operate and maintain electrical installation as per the terms & conditions and scope of work of this tender.

The Contractor shall arrange to execute operation and maintenance services only through qualified electricians who are permitted to work on electrical installations by appropriate competent authority and as per IE rules 1956

The Contractor shall provide proper uniform, safety shoes and other safety gadgets like hand gloves etc., to the personnel engaged by him during Operation and maintenance services at site.

The workers shall be available in three shifts throughout 24 hours a day, 7 days week, 365/366 days a year without any gap to take care of the installation and attend to the items of work for which tender is being called. **The contractor should necessarily deploy qualified manpower for following minimum number of man-days to maintain entire Electrical Installations including operation of DG Set round the clock (24 hours a day x 7 days a week x 365/366 days a year) to the entire satisfaction of NABARD :**

S N o	Particulars	Manpow er	No. of days per annum	Total Manda ys (3x4=5)
1	2	3	4	5
2	Qualified electricians ( <b>skilled workers</b> ) in three shifts. (Should possess Electrical Trade ITI Certificate from Govt. approved or Govt. recognized institution, Should have practical experience of 8-10 years for working on HT/LT system) having wireman's license. He should also have valid electrical wireman license issued by local authorized Electrical Inspectorate, for the operation and maintenance of the said electrical equipment's & voltage level. They should preferably be capable of reading & writing and capable of expressing clearly in local language	6	313	1878

All the above staff will work for six days in a week and electricians shall be deployed in such a way that everyone works in night shift for maintenance of Substation and gets a weekly off at the same time.

Electricians may be deployed as follows for all 7 days of the week:

06:00 AM to 02:00 PM (Shift 1)- 02 nos

02:00 PM to 10:00 PM (Shift 2)- 02 nos

10:00PM to 06:00 AM (Shift 3) – 01 nos

Also, the arrangement of reliever may be made when regular staff is absent on a particular day. The substitute staff provided, if any, should conform to the qualifications of the regular staff.

The electricians shall have necessary tools like multi-meter, earth tester, test lamps, clamp tester, megger, C.T./P.T. tester, wrench set, Spanner set, safety equipment like hand gloves, safety shoes, apron/overalls etc. & minor consumable items like adhesives, insulation tape, screws, nails, nut & bolt, washer, brackets, saddles, clips, grease, mobil oil, rubber washer etc. The above will be provided/ reimbursed by the Bank. Contractor will ensure one weekly off to each worker.

Operation of sub-station

#### **Part – I:- SCOPE OF OPERATION .**

This installation is serving vital data centre loads, which require 365 days, 24 x 7 uninterrupted power supply. Hence trouble free operation of substation is very much essential. The operators provided shall have good track record and be alert during the duty period. The substation is fed with 11 KV supply. The operators on duty shall constantly monitor the availability of supply and ensure that the operation of DG sets is minimum. Also the agency shall be in touch with the local Electricity Supply Company authorities about scheduled power cuts if any, and take appropriate action from time to time.

The scope includes the operation, maintenance and monitoring the performance of 750kVA Dry Type Indoor Transformer round the clock by deploying the operators in the shift duties, to ensure trouble free/ smooth operation of substation.

Following services shall be in scope of operation.

750kVA Dry transformer sub-station including Main LT panels, switchgear, bus bars, cables, earthing, relays, HT Panel, transformers etc., and including incoming HT cable from UPCL supply point, HT cables, HT joints. All equipment forming part of the substation is covered under the scope of operation.

1. Ensuring that HT panel, ACBs, Transformer, LT Panels, Capacitor Panels and connecting cables / ducts, constituting the substation are maintained in healthy & clean conditions.

2. Monitoring on continuous basis, power factor, load (KW, KVA, KVAR), Voltage, Current, Frequency and ensuring that these are maintained within limits to avoid penalty or damage to installation.
  3. To monitor and control total electric supply and/or individual loads in case of emergent situation.
  4. To ensure continuous power supply and in case of break down take steps to ensure restoration at the earliest.
  5. Maintaining sub-station neat and clean.
  6. Checking of any abnormalities in the above values and taking necessary remedial measures.
  7. Maintain the sub-station log book
- .....

#### Part – II :- OTHER TASKS TO BE PERFORMED :

1. The person(s) deputed for sub-station job should
  - a. Know how to treat the person suffering from electric shock / burn etc.
  - b. Be able to operate fire extinguishers.
  - c. Make himself familiar with the electrical power distribution drawings, the switches controlling various loads and also its importance.
  - d. Clearly understand what is to be done in case of an emergency. This should be done in consultation with Engineer – in – Charge.
2. The agency shall impart minimum training required by the operators in understanding the various equipment in the substation and their operation.
3. ***The agency shall undertake the responsibility of any damage to the equipment on account of faulty operation by the operators deployed.***
4. Carry out inspection with a view to identify shortcomings if any in the sub-station and intimate to NABARD.
5. Check all the switches and meters for proper operation. Check working of fire extinguishers at earmarked locations.
6. Check operation of all the safety devices like relays and fuses.
7. Checking the earthing system for the proper earth resistance & continuity of earthing system
8. Check insulation resistance of all the equipment to ensure proper levels.
9. Check power factor meter, for proper functioning.
10. Check the tripping of the HT panel i.e., batteries etc., for proper functioning.
11. Check all the electrical connections for proper tightness.
12. Carry out megger test.
13. Notwithstanding the above, the agency shall check all the items of substation for its proper functioning.

#### MAINTENANCE OF SUB-STATION

##### A) Annual Maintenance of Electrical Installations

- 1) Complete maintenance of all electrical installations upto last point of supply, i.e., the end user round the clock in the building. Computers, computer accessories and LAN etc.,

are not in scope of this contract

- 2) The day-to-day operation of the D.G. Set is under the scope of the contract. Diesel/Other consumables would be supplied by NABARD .
- 3) All Electrical utilities meant for Client's use shall be maintained in good condition so as to ensure interruption-free operation all the time.
- 4) Electricians posted at Substation shall keep daily records of KWH / KVAH / KVA/ KVARH / PF / Voltage / Current of incomer HT panel as well as the LT panels in the substation, including water supply pumps operation log-book in the Log Sheet provided in Substation by NABARD. Separate records of Substation Meters provided in Main LT Panel shall be maintained, including the records of D.G. operation in separate Log Book. Maintenance of battery charger and batteries for D.G. shall be carried out and expenditure towards replacement of material for which shall be borne by NABARD . Log book of DG Set operation and fuel consumption shall be maintained by the contractor.
- 5) NABARD shall reimburse necessary screws, batten clips, fuse wire, insulation tape, rubber packing, gland dori, cotton waste etc., required for the repair works. **Cost of consumable items like Tubelights/Bulbs/CFLs/LED lamps/Chokes of all category, Switches, Sockets, HRC fuses, whose replacement are on account of the uses of power by client / other service agencies will be borne by the Bank.**
- 6) Contractor should ensure adequate stock of frequently used electrical items on site.
- 7) Contractor shall keep necessary records of such replacement to get these certified by Bank's official for reimbursement of cost. The materials to be used on the works must be conforming to relevant BIS/s specification wherever applicable. However, before using any new material in the work, the same shall have to be got approved from the NABARD 's officials.



- 8) **Payment for additional works and replacement/repair works not included in monthly charges shall be paid on the basis of rate mentioned in prevailing price list of the company ( whose product has been installed) plus applicable taxes or maximum retail price whichever is lower and further no extra payment will be made for overhead or contractor profit, otherwise the bill will be settled as per the Price List available with NABARD** or 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, whichever is lower. However, no labour charges shall be paid for carrying out such works by engaging the workers on regular duty.
- 9) Contractor will collect the complaints from the complaint register provided by NABARD and kept at ACT room/sub-station and attend to the same on the same day & obtain certification from respective department/ACT etc. The complaint of complicated nature and beyond the scope shall be reported back immediately to NABARD. Contractor will maintain proper record indicating reasons for not attending to any particular complaint within time schedule.
- 10) The wire man/electrician shall also attend to any other electrical repair/preventive maintenance job as may be felt necessary by NABARD .
- 11) The contractor shall make his own arrangements to provide alternative supervisor/electricians/wire man/pump operator and helper on the day when regular staff is absent.
- 12) All types of electrical maintenance work shall be carried out by the electricians on duty.
- 13) Following are some of the common types of defects requiring rectifications.
  - i. Replacement/repairs of all standard electrical amenities provided inside the Bank's building as well provided in common areas, like Damaged wiring/defective 5/15A switches, sockets & Plugs; buzzer bells; ding- dong bells; cut outs, DP Switches upto

32 A, Resistance type Fan regulator, Capacitors for Fans; Ceiling rose; Electromagnetic FTL Chokes ( copper ballast ) ; Starters/ holders/Tubes upto 40 W, 5/15A Kit-kat Fuse with base; bulb holders; Vapour/ halogen lamp holders; Acrylic/Mica sheets for Switch boards; Telephone sockets; PVC conduit/ Casing Capping upto 2mtr.; Glass dome., 11 W 2 pin PL lamp, CFL lamp

- ii. Repairing/Replacement/Fixing of light fittings, ceiling and pedestal fans, exhaust fans, switches distribution boards, street and compound lights. Replacement of main switches, regulator, chokes, starters, tubes, distribution boards, control switches, socket outlets, holders, motor starters, parts, etc. in the office premises.
- iii. Detection of faults in tube light fittings, other light fittings, fans exhaust fans/pedestal fans, regulators, main panel, other panels including rising mains DB's, MCB's ELCB's Capacitors etc. Detection of faults in all types of wiring such as CTS, surface conduit, cables, etc. and rectifying them. In concealed circuit system of wiring where old conduits are damaged rewiring shall be carried out either through surface conduits or wiring as directed under cables fault and its repairs.  
Termination/glanding of power cables including joint making will be included in contractor's scope.
- iv. Minor repairs to Storage/Instant type Geysers including removing and re-fixing of Geysers, if required.
- v. Removal of defective pedestal and ceiling fans, exhaust fans and re-fixing them back after repairing. Fixing new fans including the Exhaust fans/Ceiling fans.
- vi. Minor repairs to fans i.e. change of the capacitor, bearings, wiring, oscillating mechanism etc. overhauling and greasing / oiling as required.
- vii. Repairs to Mercury/Sodium Vapour/Halogen fittings mounted on the building/poles including replacement of MV / Sodium / Halogen lamps, accessories and repairs of cables.
- viii. Periodical Testing of electrical installations like HT switchgears / circuit breakers, Transformers, HT/LT bus-duct, overhauling of circuit breakers etc. by engaging specialist agencies as per the instructions from Bank's Engineer and as quoted by the contractor in Annexure III of the financial bid.
- ix. Watering of all the Earth pits every 15 days for trouble-free operation of the entire electrical installation including the computer / networking

systems. **Earth resistance to be measured six-monthly in the presence of Bank's engineer in single mode.**

- x. The job includes periodic cleaning minimum Quarterly cleaning and checking of the ceiling/exhaust fans in Office building, common area /lift fans, other electrical & electronic equipment etc. Minimum monthly cleaning of all the common area lighting/ fan fixture and meter rooms / boards as well as cleaning of all the meter rooms / boards
- xi. Routine preventive maintenance works such as checking, cleaning, tightening of electrical/telephone/data/networking/wiring/ cable connections/joints, fans and putting accessories as and when required
- xii. Maintenance of Solar Panels, CCTV, Fire Alarm System, Fire/Water Sprinklers, Smoke Detectors, Motion Sensors etc.
- xiii. Any other Electrical Maintenance related works as per Bank's Engineer directions.

14) Details of the items for extra payment in case of new replacement: As and when necessary, the following works shall be attended and carried out by the AMC agency on chargeable basis and payment will be made as per procedure mentioned in Para-7 of Scope of work for the following items :

- Point wiring for 5/20A circuits.
- Fans/Rewinding of fans.
- Replacement of Geyser coils.
- Replacement of Thermostats for the Geyser.
- All types of MCBs/ RCCBs/ ELCBs.
- Mercury Light fixtures / Metal halide / HPMV etc.
- Replacement of complete switch board
- Supply of new cables / motor starters for water pump sets etc.
- Capacitor type fan regulator / Step type
- PVC conduit & Casing capping beyond 2 mtr. length
- Any other items, which NABARD may decide.

Unless otherwise mentioned any of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used, if approved by NABARD. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.

15) The contractor will provide experienced staff/workers. It will be the responsibility of Contractor to liaise with

electricity supply agency and other specialist agencies, whose services may be essential and required for the smooth operation/maintenance of equipment installed. **In the eventuality of a breakdown in the power system, the Contractor should endeavour to restore supply in the shortest possible time, do liaison work with Electricity Department, as and when required. No additional payment will be made separately for such an eventuality except for materials, which may be used. In case of breakdown of critical electrical equipments (ex-transformer, DG Set, HT/ LT Panels), the contractor may arrange for specialist to resolve the problem in shortest possible time for which extra payment will be made by the Bank.**

- 16) Repairing of fault in U/G cables including digging of earth and refilling of earth is to be arranged by the contractor. However, any material etc. needed will be provided by NABARD.
- 17) All complaints shall be attended to immediately on receipt of complaints/information. If, however, a complaint remains unattended merely due to negligence of contractor's staff, the same shall be got done through a different agency at contractors cost and recovered from his bill.
- 18) The maintenance of flycatchers periodically:
  - a) Checking of flycatchers periodically,
  - b) Replacement of tube or repair if any may be carried out immediately in case any fault is noticed.
  - c) Periodical cleaning of collection tray of flycatcher machine.
- 19) The contractor has to attend emergency complaints/other breakdowns as and when required during the contract period to ensure smooth functioning and availability of power supply and no extra charges for technical consultancy, labour, T&P etc. shall be paid for the same. Rates quoted by the tenderer should provide for such requirements.

20) Maintenance of Pump sets

- a) The job includes regular servicing like oiling, greasing, cleaning, replacement of worn- out gland packing, tightening of loose parts, replacement of worn-out rubber bushes, cleaning of starter and switch contacts, oiling / greasing of the moving parts of switch and starters, testing overload, minor repairs and call back services. As a whole, the contractor has to maintain all pump sets in good running condition. Extra payment will be made in this regard for replacement any item.
- b) Repairs and replacement of non-return valve, gate valves and foot valve inside the pump house. Works related to suction line including foot valve etc., replacement of starter parts like over load relays / contractors, solenoid coil, timer, fuses, screws etc. and repairs / rewinding of pump motor, replacement of bearings, pump bushes, impellers, shaft, shaft keys, motor fan etc. whenever required. Extra payment will be made in this regard for replacement of these items.
- c) The contractor shall ensure that all the pump sets are kept in working conditions throughout the month. The contractor should repair the pumps within a period of maximum 7 days in case of major breakdown. It may be ensured that at no point of time both the operational pump and the standby pump be non-operational simultaneously.
- d) All the automatic water level control systems including the sensors and control panels (excluding replacement of cable) shall be included in the AMC charges and for their maintenance, no extra payment will be made. Contractor may take stock of the existing condition of these water level controllers, if any, and any repair work needed in them, the related expensed will be borne by NABARD. Any overflow of water due to malfunctioning of the water level controllers in the overhead tanks is not desirable.
- e) In case of any fault with pump sets/geyser/water purifier/RO, it is desired that the electrician must act in tandem with the plumber (present in office premises) to resolve the fault at the earliest.

**B) Operation & Maintenance of Diesel Generator Set of 250 kVA, Make Cummins – Scope of work**

1. Regular cleaning /dusting of DG set. Keeping the DG set area properly clean. The contractor is not allowed to handle the engine for maintenance purposes, but shall clean & brush the parts externally only.

2. To operate DG Set immediately after the electricity supply is disrupted or as directed by NABARD officials.
3. Regular checking of DG Set batteries, water coolant level, oil level etc.
4. Regular checking of earth connections continuity.
5. Regular tightening of neutral connections.
6. Maintaining log book of the DG set with all the required data on daily basis. The printed log book for the purpose shall be supplied by NABARD as per requirement.
7. All expenses in respect of fuel, spares, lubricants, servicing & other material shall be borne by NABARD .
8. Providing necessary assistance in case of regular servicing if needed.
9. Carting of diesel from authorised fuel station shall be done by the contractor after issue of slip. Cartage shall be reimbursed to the contractor.

The electrical equipments consist of the following major items:

- 1) Dry type Trasformer 750 kVA
- 2) Incoming Supply 11 KV @  
50 Hz (3- phase)
- 3) Capacitor banks (Total 210 kVAr)
- 4) MV distribution main panels (with ACBs/SFUs etc.)
- 5) Network of LT cables
- 6) Building lighting equipments, distribution boards
- 7) MV/Sub-distribution boards
- 8) Sump Pumps (7.5HP – 15 HP) - 06 nos.
- 9) STP Pump 7.5 HP- 01 nos.
- 10) Fire Pressure Pump – 05 nos.
- 11) Pump in Fountain/ Waterfall (7.5 HP- 15 HP) – 03 nos.
- 12) Submersible Pump – 02 nos.
- 13) Spare Pump-01 nos

**NOTE :** The above list is not exhaustive but indicative. Changes may take place in future on account of addition/deletion of equipment.

## PREVENTIVE MAINTENANCE WORKS TO BE CARRIED OUT BY CONTRACTOR

### **(A) Broad Works to be carried out daily**

- 1) Check all the equipment installed in the Sub-station for any abnormal heating/smell/noise.
- 2) Round the clock operation and operational maintenance of sub-station control room, distribution room and all control panels, capacitor panel, cables network, pump station for water supply, internal electrification of entire building upto last point of supply.
- 3) Maintaining log books supplied by the Bank for sub-station, and record the readings viz. Voltage, Current, Power Factor, Frequency, kWh, Transformer OTI & WTI etc.
- 4) Attending complaints from the complaint registers.
- 5) Checking and operation of ventilation system installed in the sub-station
- 6) Cleaning & dusting of L.T. panels board, Water supply pumps, generator and all electrical machinery installed in the sub-station and pump station.
- 7) Maintenance of record of running hours of generator and water supply pumps.
- 8) Attending alarms, resetting and removing faults for smooth power supply.
- 9) Day-to-day operation of D.G.Set

### **(B) WEEKLY**

- 1) Checking and testing of HT/LT panels, LCC/MCC and all electrical panels feeder pillar, rising main and electrical equipments at sub-station for oil leakages, over-heating, tightening etc.
- 2) Dusting of HT/LT panel equipment and generator and pump station panel equipments.
- 3) Checking of coupling/rubber bushes of water supply pumps.
- 4) Checking of pump glands for leakage.
- 5) Checking of leakage and operation of all valves installed in water supply system.
- 6) Checking of all distribution boards at building complex.

7) Cleaning of sub-station as a whole for hygiene condition.

**(C) MONTHLY**

1. Check for tightness of connections in all panels
2. Check the batteries of HT panel, DG set etc. for proper operation & charging
3. Blowing out the dust of all motors, cables, panels and all electrical equipment, etc.
4. Checking and cleaning of water pumps. Checking and operation of all panel indicating lamps & measuring instruments viz. volt meters/ampere meters etc.
5. Checking for abnormal heating, relays, marshalling box, cable boxes, joints and cleaning of 2000 KVA transformers installed in the sub-station etc.
6. Watering of all the Earth pits
7. Checking of proper functioning of Capacitors and APFC Relays.

**(D) QUARTERLY**

1. Cleaning and checking of ceiling/exhaust/wall/pedestal fans.
2. Cleaning of all the common area lighting fan / fixture and meter rooms/boards
3. Oiling and greasing of water supply pumps and exhaust fans and all motors and fans

**(E) HALF YEARLY**

- 1.1 Check all HT/ LT panels for any loose contacts, clean , tighten bus bar bolts and nuts and observe any hot spots, cable terminations etc
- 1.2 Cleaning of all the LT panels from inside with blower
- 1.3 Earth resistance to be measured and reports to be submitted
- 1.4 Insulation measurement of the system

**(F) YEARLY:**

Checking of entire installation and verification of all relay settings/ tripping mechanism/overload/short circuit/ Overhauling & servicing of HT & LT Switchgears and Transformers, Calibration of IDMT relays with specialized agency



**NOTE :**

If anything adverse is noticed during the checking as per the frequency indicated above, the matter will be reported to the engineer in charge and wherever necessary, corrective measures should be taken immediately

A register will be maintained by the contractor indicating date of execution of above indicated work. The same has to be signed/verified by Bank's Engineer/ACT.

**(C) Plumbing Works:**

The following works are to be done under AMC for the captioned work by deploying experienced plumbers:

1. Attending to all the complaints recorded in complaint register/received in writing relating to Water Supply, Sanitary Systems, Plumbing works, Fire Hydrant System, Fire/Water Sprinkler System and allied works and rectifying the defects wherever necessary as well as any other item/work replaced in the premises. All the old/unusable/scrap material (which will be created during repair/maintenance work) will be stacked by the contractor as advised by ACT.
2. Rectifying the defects and refitting the existing bib cocks, stop cocks, sink cocks, pillar cocks, gate valves etc.
3. Rectifying defects and refitting the existing handles pull chain, plungers, washers, water supply inlet and outlet connections, ball cocks and overflow pipe of flush tank.
4. Rectifying defects and refixing existing water supply inlet and outlet connections, waste coupling, brackets, etc. of the wash basins.
5. Rectifying defects in disturbed MS/GI/CI clamps, wooden plugs, brackets etc. of existing PVC/AC/GI pipelines and specials.
6. Filling the joints of traps (with M-seal etc.) and cracks/joints/holes of walls, ceilings, kitchen sink/platform, wash basin (including replacement of sensor batteries), bathrooms, toilets, side of the door frames, sills etc. with suitable sealant, adhesives, cement etc.
7. Cleaning of drinking water/pipelines, rain water lines, waste and soil water pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements. Fittings and pipes, if changed, will be paid extra.
8. Disconnecting and reconnecting plumbing connection in case of water heaters/geyser, electrical gadgets, wherever such electrical items are required to be replaced/ repaired.
9. Arresting leakage through window sills, etc. and arresting leakage in sanitary and water lines with sealant/caulking materials. Eradicating weeds, shrubs, etc. and removal of plant growth in external and common areas of buildings and on/along plumbing lines periodically. For external work which involves working at height more than 06 metres from ground i.e. more than 2 storeys,

NABARD will pay only for scaffolding separately (not for jhulla, ladder etc.) and decision for erection of scaffolding will be taken by the Bank.

10. Rectification of pipes and fittings of any materials (CI, GI, MS, AC, PVC etc.) and sizes, valves, taps, cocks, waste coupling, cowl etc. including cost of minor materials like washers etc. replaced and setting right dislocated pipelines in proper position/condition and arresting leakage.
11. De -watering any spaces related to maintenance works and upkeep of premises as necessary.
12. The replacement of materials related to above, if any, required to be considered for payment and the works related to improvements, alterations and additions shall be paid for extra separately, subject to terms and conditions, at the rate as per Rate Contract Works and / or Rate Analysis based on the actual site measurements.
13. In instances of emergency, the plumber/s may be required to attend to urgent work on short notice beyond shift-timings/weekly-off day as per need.
14. In case of any fault with pump sets/geyser/water purifier/RO, it is desired that the plumber must act in tandem with the electrician (present in office premises) to resolve the fault at the earliest.

## SPECIAL CONDITIONS OF THE CONTRACT

1. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
2. 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.
3. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank.
4. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
5. 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.
6. The minimum nos. of labour and their duty hours and details of working days are mentioned in Annexure I. The same should be strictly followed.
7. **The responsibility of engaging and maintaining sanctioned strength of workers lies with the Contractor in view of timely attention and completion of the routine works within the given time frame.**
8. **Penalty clause:** In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below:

<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. 500 per day per pending work

9. 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 the 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 the workmen.

10. **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.
11. In case of emergency work, no extra payment for working in odd hour will be made.
12. The property will be handed over to the Contractor for the AMC 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.
13. 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 Gardening AMC works in the entire Office premises 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:

(Signature of the Tenderer)

Name and Seal

### **SAFETY CODE**

1. The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilised dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 Gardening AMC works in the entire Office premises 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:

Address:

(Signature of the Tenderer)

Name and Seal

**ANNEXURE I**

<b>S. No.</b>	<b>Work</b>	<b>Worker Type</b>	<b>Minimum Strength</b>	<b>Skill level</b>
1	Gardening	Gardener	1	Semi-skilled
2		Helper	1	Unskilled
3	Electrical Maintenance	Electrician	6	Skilled
4	Plumbing & Sanitary	Plumber	1	Skilled
	<b>Total</b>		<b>9</b>	

**ANNEXURE II**

(to be duly signed and submitted with the Part I [Technical Bid])

**Calculation Sheet**

**(Per month calculation as per applicable category)**

Contractor/s may factor-in existing minimum wages and future revisions and quote accordingly. The Annexure II is to be enclosed with Price Bid only.

Sl. No.	Description	Details	Unskilled	Semi-skilled	Skilled
A	Minimum wages (as per Central Govt. or Uttarakhand State Govt., whichever is higher) inclusive of Special Allowance / VDA.				
B	EPF (Employer portion)	..... % of A			
C	ESI Contribution	..... % of A			
D	Bonus				
E	Others (to be specified - viz. reliever charges, uniform, insurance, etc.)/Other Statutory Payments				
F	<b>Sub Total (A+B+C+D+E)</b>				

**Proposed deployment of Manpower:**

- 1. Garderner : \_\_\_\_\_ Nos (Semi-Skilled)
- 2. Helper : \_\_\_\_\_ Nos (Unskilled)
- 3. Electrician : \_\_\_\_\_ Nos (Skilled)
- 4. Plumber : \_\_\_\_\_ Nos (Skilled)

Place :

Date :

Address :

(Signature of the Tenderer)

Name and Seal

**PROFORMA FOR ELECTRONIC PAYMENT**

**Details of Bank account to be furnished by the contractor/service provider for effecting payment**

**Name and address of contractor/service provider with phone nos:**

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1	Name of the Account Holder (as appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account Number	
5	IFSC	
6	Type of account (Savings/Current)	
7	PAN Number	
8	GSTIN	

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card and (3) allotment letter / registration letter under GSTN



DRAFT ARTICLES OF AGREEMENT

On non-judicial stamp paper

(to be duly signed and submitted with the Part I [Technical Bid])  
AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

This agreement is executed at ..... on this the ..... day of ..... 2020

**BY & BETWEEN**

**National Bank for Agriculture and Rural Development** (hereinafter referred to as 'Bank/NABARD'), a body corporate incorporated under 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-400 051 and one of its Regional Offices at ....., Dehradun, represented by its authorized signatory Shri ....., (Designation), ..... (Department) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators and permitted assigns on the ONE PART;

**AND**

..... (**Contractor's/Agency's/Service Provider's firm name**) (hereinafter referred to as 'Contractor/Agency/Service Provider'), a ..... registered under ..... carrying on ..... services and having its registered office at..... represented by its authorized signatory Shri ....., (Designation) which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal heirs, legal representatives, administrators and executors on the OTHER PART.

The parties above are individually referred to as 'party' and collectively as 'parties'.

**WHEREAS** the Bank is desirous of contracting the work of ..... (hereinafter referred to as the 'said work') situated at location specified in the scope of work and whereas the Contractor/Agency/Service Provider has offered to undertake the said work as per the scope of work and details indicated in the special instructions.

**AND WHEREAS** the Bank in consideration of the conditions and convents to be observed by the Contractor/Agency/Service Provider has agreed to permit the Contractor/Agency/Service Provider to carry out the said work as hereinafter set out.

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

1) The Bank hereby awards the said work for a period of ..... Years/months commencing from ..... and ending with ....., which period may be extended by the Bank in its absolute discretion subject to satisfactory performance of the Contractor and on same terms and conditions as of this contract.

2) The contract may be extended for further period/s after the expiry of the extended period as the parties mutually decide. The Bank shall, in that event, make a request in

writing to the Agency/Service Provider one month prior to the expiry of the current contract/extended contract and upon such request, the Agency/Service Provider shall provide the services to Bank at the said premises, on the same terms and condition for a further specific period on the same terms and conditions as of this contract.

3) The compensation for provision of ..... services/work at ..... shall comply with the Central/State Minimum wages (whichever is higher) as prescribed by the Government for work deployed at the premises by various category of staff.

4) The Agency/Service provider/Contractor shall provide to NABARD a performance security deposit of Rs..... (Rupees ..... Only) (Interest Free).

5) The Scope of work and terms and conditions as enumerated in the tender is made part and parcel of this agreement and is binding on the parties. The Agency/Service provider/Contractor shall ensure that all items of work specified in the scope of work is attended to.

6) The Contractor shall comply with the municipal and other laws, obtain license/permission as required under the contract labor laws and may ensure that all statutory requirements like minimum wages, PF, ESIC, Insurance Cover etc. are provided to the staff deployed by them in Bank's premises. The Contractor shall indemnify and keep indemnified the Bank against any lapse on his part in non-compliance with the conditions or any other statutory requirements in connection with the assigned work.

7) The Agency/Service Provider shall keep NABARD indemnified against all claims whatsoever in respect of their staff deployed by them in NABARD. In case any employee of the Agency/Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency/Service Provider 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 Agency/Service Provider to NABARD or any person authorized by NABARD. Further, the Agency/Service Provider 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.

8) It will be the responsibility of the Agency/Service Provider to meet transportation, medical and any other requirements in respect of the persons deployed by them in NABARD and NABARD will have no liability in this regard.

9) The personnel deployed by the Agency/Service Provider should be polite, cordial, positive and efficient while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

10) The Agency/Service Provider shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcohol, chewing paan/tobacco, smoking, loitering without work, etc.

11) The Agency/Service Provider shall be liable for all taxes, levies, Cess etc. on account of service rendered by them to NABARD and shall be solely responsible to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

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

13) If the Agency/Service Provider becomes insolvent or found to have offered any bribe in connection with the contract or if there is any breach in the terms and condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the contract being terminated.

14) The Agency/Service Provider/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.

15) The Agency/Service Provider/ Contractor shall provide the staff as per the BOQ of the tender document.

16) The Agency/Service Provider/ Contractor shall arrange to maintain NABARD RO premises in a clean and habitable condition.

17) The Agency/Service Provider/ Contractor shall make good to the Bank any loss on account of damages, breakages etc. due to any reason whatsoever except normal wear and tear.

18) The staff deployed by Agency/Service Provider/ Contractor shall maintain good conduct and shall not indulge in any arguments with the Officers and their family members and visiting guests in the premises/site.

19) The Agency/Service Provider/ Contractor shall keep and maintain, at a conspicuous place in premises a complaint/ suggestion register in which complaints and suggestions, if any, could be recorded and the same shall be open to inspection by the Chief General Manager or any other officers of the Bank so deputed by him. The Agency/Service Provider/ Contractor shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the Bank remains closed on any Monday the same shall be submitted on the next working day immediately following that day. The Chief General Manager will take action in respect of each complaint or suggestions as the case may be and the Agency/Service Provider/ Contractor shall be obliged to take remedial / rectification measures as instructed by the Chief General Manager.

20) The Agency/Service Provider/ Contractor should carry out the rotation of its deployed staff within the organization during the contract period.

- 21) The Agency/Service Provider/ Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of their staff so deployed in Bank and they shall remain under the overall control and supervision of the Agency/Service Provider. The persons deployed by the Agency/Service Provider in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them with Bank. The Agency/Service Provider’s personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 22) In case of termination of this contract or on expiry of the agreement period or otherwise, the persons deployed by the Agency/Service Provider/ Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation.
- 23) The Agency/Service Provider/ Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person/s deployed in Bank. The Bank shall, in no way be responsible for settlement of such issues whatsoever.
- 24) NABARD shall not be responsible for any damages, losses, claims or injury to any person/s engaged by Agency/Service Provider/ Contractor in the course of their performing their functions/works and shall not be responsible for payment towards any compensation.
- 25) The person deployed by the Agency/Service Provider/ Contractor shall not have any claim or be entitled for pay, perks or other facilities admissible to casual, ad-hoc, regular /confirmed employees of NABARD during the currency or after expiry of the contract.
- 26) The Agency/Service Provider/ Contractor shall ensure that all items of work specified in the scope of work is attended to.
- 27) The Agency/Service Provider/ Contractor shall provide to the Bank a cash security of Rs..... (Rupees ..... Only) (Interest Free).
- 28) The Agency/Service Provider/ Contractor shall hand over peaceful possession of the premises and Dead Stock items provide by the Bank after completion of the Agreement period or on termination of the contract.
- 29) The Agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the Agency/Service Provider/ Contractor.
- 30) If the situation so warrants, the Chief General Manager shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing. In such case, the contractor shall not be entitled to any compensation in the event of such termination. However, in normal course, the Agreement may be terminated by either side by giving three months’ notice.
- 31) If any dispute arises on any matter concerning this Agreement then the decision of NABARD shall be final and binding in respect of such dispute.

32) The reference to the Chief General Manager in this Agreement and the schedules hereto annexed shall mean the Chief General Manager of the Regional Office and shall include, in respect of any power exercisable by him or NABARD under this Agreement any other officer/s of the Bank designated by him in that behalf from time to time.

33) The Agreement shall be interpreted and have effect in accordance with the law of India.

34) The terms and conditions as enumerated in tender dated ..... is a part and parcel of this Agreement and shall be binding on the parties.

35) This agreement shall be executed in duplicate. The Bank shall retain the original and Agency/Service Provider/Contractor the duplicate. Stamp duty on original and duplicate shall be borne by the Agency/Service Provider/Contractor.

**36) Dispute Resolution.**

- i. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably by the parties themselves.
- ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to Arbitration by a sole arbitrator mutually agreed by the parties in accordance with the Arbitration and Conciliation Act, 1996.
- iii. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Agency/Service Provider/Contractor a list of three names of persons who shall be presently unconnected with NABARD. Agency/Service Provider/Contractor shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.
- iv. If Agency/Service Provider/Contractor fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD, then NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Agency/Service Provider/Contractor.
- v. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

vi. The seat and venue of the arbitration shall be Dehradun. The courts in Uttarakhand shall have exclusive jurisdiction.

vii. The award shall be final and binding on both the parties.

37) Work under the Agreement shall be continued by Agency/Service Provider/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.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

Signed, sealed and delivered by  
(NABARD) by the hands of its duly  
authorized official Shri .....

In the presence of  
1.  
2.

Signed, sealed and delivered by  
Shri ..... (Agency/Service  
Provider/ Contractor)

In the presence of  
1.  
2.