# Tender for CAMC of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers Quarters, Khelgaon, Ranchi for 2 years



# Jharkhand Regional Office Near PHED Water Tank, Bariatu-Booty Road, Ranchi, Jharkhand – 834009

Date of issue of tender document	16 September 2025
Due date for submission of tender	07 October 2025 by 02:00 PM
Date and time of opening technical bids	07 October 2025 at 02:30 PM
Issue and Opening of Price Bid	Will be communicated to qualified bidders in due course.

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#### **NOTICE INVITING TENDER**

Ref.No. NB.JH. DPSP / 88207 / AMC/ 2025-26 16 September 2025

Madam/ Dear Sir

Notice Inviting Tender (NIT) – Tender for CAMC of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers Quarters, Khelgaon, Ranchi for 2 years.

- 1. NABARD, Jharkhand Regional office, Ranchi invites tenders in GeM from prospective bidders for Comprehensive Annual Maintenance Contract of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers' Quarters, Block 19 and 20, Sector 1, NGHC, Khelgaon, Ranchi-834009 for 2 years.
- 2. This NIT (tender document) can be downloaded from our website at https://www.nabard.org/ English/Tenders.aspx and GeM Poratal. No separate hard copy of this tender shall be issued by NABARD.
- 3. The Contract period will be **for period of 2 years from date of award of contract with a provision of review of performance in each year.** The same may be renewed for one year at each time, if services are found satisfactory as per mutually agreed terms and conditions. The renewal shall be on sole discretion of NABARD.
- 4. You are requested to submit your offer through Government e Marketplace (GeM) in Two packet Bid System for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. You are also required to fill up the tender document properly, fill up the price bid, submit the tender along with all required documents and upload in GeM. The tender document will be available for download at https://www.nabard.org , and GeM Portal. The Service Providers are required to upload tender document (duly filled, signed and stamped on each page) in GeM Portal, without which the tender will be rejected.
- 5. Those Service Provider who qualify the technical bid will be empanelled for a period of two years from **date of award of contract**. Separate quotations/bids will be called from these empanelled Service Providers for future works of NABARD which are not covered under this maintenance contract as and when necessary and they have to execute the work as per the agreed terms and conditions.
- **6.** Service Providers are advised to submit tenders in GeM after carefully following the instructions given in GeM, tender document of NABARD, terms and conditions and scope of work of the tender, additional terms & conditions, etc.
- 7. Any clarification in regard to the tender may be contacted at 8850643225 (Shri Pramod Kumar, DGM), 7250247821 (Smt. Juhi Pavasini, AGM) and 9029447896 (Shri P H Thakare, AM). All the emails to be CC marked to email-dpsp.ranchi@nabard.org
- **8.** Tender received late or received through fax/email/post will not be accepted and will be rejected. The tenders of the bidders whose tender is not in accordance with the prescribed format, will be rejected.
- **9.** The tenderer/bidder shall submit two separate bids for each work i.e. Technical Bid and Financial/Price Bid which should be complete in all respect.
- **10.** Tenders must be submitted in GeM not later than **02.00 PM on 07 October 2025.** Tenders received after stipulated date and time shall not be entertained.

- 11. The Technical Bids will be opened at NABARD Regional Office, Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009, on **07 October 2025 at 02:30PM** or later as per convenience of NABARD and as per the rules of GeM in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letter head for participating in the technical bid opening.
- **12.** The Financial Bid shall be opened after detailed evaluation of the technical bid. The date of opening of Financial Bid will be intimated separately to the technically qualified bidders only. The Bids should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
- **13.** NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final.
- **14.** The bids shall remain valid for acceptance for 90 days from the date of opening of price/ financial bid. If the tenderer withdraws his tender before the expiry of the said period, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
- **15.** All documents that comprise the offer should be signed and sealed by the bidder, as a token of acceptance to the terms and conditions specified in the tender.
- **16.** The quantum of security deposit shall be 3% of the approved annual contract amount. The successful tenderer has to submit the balance amount of security deposit within 10 days of acceptance of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.
- 17. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
- **18.** Late tenders will not be accepted under any circumstances.
- **19.** The tenderer should quote the rates in figures as well as in the words. In case, discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
- 20. The tender document must be filled in English. If any of the documents are missing or un-signed in price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within the time limit as per GeM T&Cs. In case the tenderer fails to submit the required documents within the time limit as per GeM T&Cs the tender will be rejected.
- **21.** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- **22.**Before quoting, the tenderer shall go through the tender document, inspect the site, to fully acquaint himself about the condition in regard to working condition of site and local authority regulations / restrictions if any etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the NABARD in any circumstances.
- **23.** Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in GeM only before time allowed for technical clarification in GeM. NABARD will review the queries and issue clarifications on GeM only.

- **24.**NABARD also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
- **25.** The successful bidder(s) shall execute an agreement at its own cost on non-judicial stamp paper of specified value with NABARD in accordance with the standard format provided by NABARD within 14 days from date of issue of work order, failing which bidder's EMD may be forfeited.
  - **26.**In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic.

Sd/-

#### (Pramod Kumar) Deputy General Manager





# 1. FORM OF TENDER

(To be submitted in bidder's letterhead)

Date:
The Chief General Manager National Bank for Agriculture and Rural Development Jharkhand Regional Office Near PHED Water Tank, Bariatu-Booty Road, Ranchi, Jharkhand -834009
Dear Sir/Madam
Notice Inviting Tender – Tender for CAMC of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers Quarters, Khelgaon, Ranchi for 2 years.  1. I / We have examined the Scope of Works, Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you and are submitting our offer for the work
<ol> <li>I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.</li> <li>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 Schedule 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.</li> <li>In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the prescribed format.</li> <li>I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted. I/We will be responsible for any legal/Quasi legal matters arise due to non-compliance of statutory obligations, and indemnify NABARD from any complications, all expenditure in this regard will be borne by me/us</li> <li>We hereby certify that all the statements made and information supplied in the tender Document and accompanying statements are true and correct.</li> <li>Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.</li> <li>Names of the person hereby given the power of Attorney to sign the contract:</li> </ol> Yours faithfully Place Date
Signature Seal

# 2. Instructions for filling the Tender

## A. Instructions for filling the Price bid

- 1. Quoted rates should be workable and reasonable.
- 2. The Service Provider may be required to furnish **Rate Analysis**, along with the pricebid, for the rates quoted by him/her in this tender, if required.
- 3. The Service Provider is **advised to visit the premises before quoting the rates** and get all clarifications.
- 4. The following procedure shall be followed in the event of multiple L1 bidders after opening of Price Bids:
  - a) In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic.
- 5. Preference and exemptions shall be given to MSE and Make In India firms as per the guidelines of GeM.
- 6. Amount shall have to be quoted in both words and figures.
- 7. All the pages of the Tender Document shall be signed by the authorized signatory of the Service Provider / Tenderer and upload in GeM.
- 8. NABARD takes no responsibility for delay or non-receipt of Quotations / Tender Documents.
- 9. Bids submitted by unauthorised agents and FAX / Telegraphic/Email bids shall not be entertained / considered.
- 10. 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.
- 11. 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.
- 12. The Service Providers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Service Providers.
- 13. 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 Service Provider 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 Service Provider shall be taken as correct.
  - b) When the amount of an item is not worked out by the Service Provider or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Service Provider in words shall be taken as correct.
  - c) When the rates quoted by the Service Provider in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Service Provider shall be taken as correct and not the amount.

#### **DECLARATION BY THE SERVICE PROVIDER**

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:



# 3. PRE-QUALIFICATION CRITERIA

- 1. The Tenderer should have a minimum experience of five (05) years as on 31 March 2025 of successfully completing or currently providing CAMC services for Water purification systems or any similar work for government buildings, PSUs/Banks/FIs, reputed private organizations etc.
- 2. The Service Providers who are registered with any Govt. / Semi-Govt. / Govt. Undertakings / Autonomous bodies / Corporate Sector / Financial Institutions and having experience of executing above type of works under AMC contract may apply with detailed certificates / credentials along with the Bid of the tender. The firm should have executed atleast one work for any PSU / Govt. dept / Fis.
- 3. The Service Providers should meet following qualification criteria:
  - a) The bidders should have carried out similar works during last 5 years (ending 31.03.2025) with annual contract value (costing individually) not less than the amount as given in following table:

Sl No	Experience Criteria	Contract value executed (Rs. Lakh)
1	1 similar work during last 5 years (ending 31.03.2025) with annual contract value (costing individually) not less than Rs. >>>	2.68
	OR	OR
2	2 similar works during last 5 years (ending 31.03.2025) with annual contract value (costing individually) not less than Rs. >>>	1.675
	OR	G -OR
3	3 similar works during last 5 years (ending 31.03.2025) with annual contract value (costing individually) not less than Rs. >>>	1.34

- 4. The Service Providers should have minimum average Annual Turnover of **Rs. 3.35** lakh during the last three years ending **31 March 2025** supported with audited balance sheet / profit & loss statement certified by a registered Chartered Accountant. The tenderer should submit audited balance sheets / P&L account and Income Tax Return certificates for the last 3 financial years, as applicable.
- 5. The bidders are required to strictly comply with the following, failing to which the tender will be rejected.
  - a) The tenderer must have a fully functional office (Head office or branch office) within the municipal limits of Ranchi city, Jharkhand. Documentary evidence supporting the existence and operational status of the office premises must be submitted along with the tender. NABARD Jharkhand Regional Office reserves the right to conduct a physical verification of the stated premises. In the event that the office setup is found to be non-existent, inadequate, or non-operational upon inspection, the tender shall be summarily rejected without further consideration. Any declaration or undertaking to establish a local office subsequent to the award of the tender shall not be entertained and will render the bid non-compliant.

b) The tenderer shall upload the complete tender document on the Government e-Marketplace (GeM) portal. Each page of the document must be duly signed and stamped by an authorized representative of the firm.

Note: Any false and/or inadequate information may result in rejection of the tender.



### 4. GENERAL CONDITIONS OF THE CONTRACT

- 1. Service Providers are advised to visit the sites and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- 2. Quoted rates 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. Rates should be including all taxes in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. The rates will be considered for revision only in case of revision of minimum wages or other statutory rates.
- 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. Validity of Offer: 90 days from the date of opening of the price bids.

#### 6. Payment Terms

- a) The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
- b) Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.
- 7. 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.
- 8. IT and GST-TDS and other statutory deductions, as applicable, will be deducted from total payment due to the Service Providers.
- 9. If any work or material used at site is found to be unsound, imperfect or inferior from what is specified in the contract, the Service Provider shall be advised to rectify or reexecute the work or remove the material as the case may be, within a reasonable time depending upon the nature of work. If the Service Provider fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the risk and cost of the Service Provider.
- 10. The Service Provider should have valid license relating to his Contract as per the existing laws should be efficient and have highly technically skilled manpower, the service personnel/engineer employed by the Service Provider should also have the experience in their trade.
- 11. The Service Provider should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR 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.
- 12. The Service Provider 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 Service Provider or his agents and / or his employees. The decision of NABARD in this regard shall be final and binding.
- 13. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Service Provider 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. Any penalty imposed on NABARD by any statutory authority on this account shall be directly recovered from Service Provider's any bill or SD deposited with NABARD. The Service Provider shall indemnify NABARD of any responsibility on this account and or any penalties imposed on the Service Provider's part.
- 14. The manpower deployed by the 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.
- 15. The Service Provider 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.
- 16. No advance shall be paid towards mobilisation and cost of materials.
- 17. 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 Service Provider. No compensation shall be admissible for any loss suffered by the Service Provider during the execution of the work. It shall be the Service Provider'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.
- 18. NABARD will not be under any liability to pay any compensation to the persons deployed by the Service Provider if they sustain any injury etc., while discharging the duties in the said premises. The Service Provider shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Service Provider should take necessary Insurance cover at his cost for his persons employed at site. The Service Provider 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 Service Provider 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 Service Provider or his agents and/or his employees or workmen. The insurance policy may be obtained in the Service Provider'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 Service Provider 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.
- 19. Any damages caused to the building / premises during the execution of the work shall be made good by the Service Provider and if necessary, through suitable Insurance cover at his cost.
- 20. The Service Provider 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 Service Provider 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 Service Provider

- 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.
- 21. The Service Provider shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff.
- 22. The decision of NABARD in awarding the work shall be final.
- 23. 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.
- 24. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.
- 25. The staff employed should wear colour code uniforms displaying Service Provider firm's name and must carry ID card issued by the Service Provider during the working hours. The Service Provider 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 Service Provider. The Service Provider is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers.
- 26. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Service Provider 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.
- 27. The Service Provider shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the 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 Service Provider to NABARD or any person authorized by NABARD, on demand. Further, the 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.
- 28. For any dispute, the decision of NABARD shall be final and binding upon the Service Provider. However, 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 through court of law in Ranchi.
- 29. The Service Provider 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.
- 30. The personnel deployed by the Service Provider 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.
- 31. The work should be carried out with minimum inconvenience to the occupants. The personnel employed by the Service Provider should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the personnel to the premises, interpersonal relation with the occupants, etc.

32. The Service Provider shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Service Provider should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD.

#### 33. Breach of Contract and Termination:

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:

#### a) Mutual consent:

The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

#### b) Breach of contractual obligations:

Any incidents considered as the breach of contract will result in immediate termination of services. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.

The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so. If the Service Provider 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

- i. in the opinion of the Bank (which shall not be called in question by the Service Provider and shall be binding on the Service Provider) the Service Provider fails or refuses to implement this agreement to the Bank's satisfaction and/or
- ii. the Service Provider commits a breach of any terms and conditions of this agreement and/or
- iii. the Service Provider 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 Service Provider and/or
- iv. for any reason whatsoever, the Service Provider becomes disentitled in law to perform his obligations under this agreement and/or
- v. there is any variation in the ownership/partnership or management of the Service Provider or his business without the prior approval in writing of the Bank to such variation.
- c) The Service Provider firm can terminate the agreement by giving three months notice in advance. If the Service Provider fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Service Provider shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

#### 34. Breach of SLA:

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice

- a) Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 72Hrs.
- b) If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider / local technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.
- c) Penalty will be imposed in case of failure to meet the SPECIFIED Uptime.
- d) The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.
- 35. **Penalties:** As per Service Level Agreement for ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONINGSYSTEM (VERSION 2) on GeM portal.
- 36. In the event of termination of this agreement for any reason whatsoever, the Service Provider/ personnel 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.
- 37. The Service Provider shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.
- 38. While submitting the quarterly bill for AMC, the Service Providers have to submit all the required documents / statements as desired by NABARD. Service Provider will not link payments to his labourers with the settlement of his bill by NABARD.
- 39. It is the Service Provider'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 liasioning 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. Further, for smooth functioning the Service Provider will have to coordinate with other external agencies to whom related AMC work assigned by NABARD.
- 40. It is the Service Provider's responsibility to provide service personnel/engineer whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.
- 41. Overhead charges including insurance and other risk coverage of service personnel/engineer to be quoted in the Price Bid.
- 42. The following statutory requirements may be ensured:
  - i. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
  - ii. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/GST and Income Tax to be submitted.
  - iii. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.

- iv. Non-compliance of any of the conditions (i to iv) mentioned above by the bidder will be considered non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.
- 43. 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.

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

Signature of the Tenderer: Name and Seal Place and Date Address



## 5. SPECIAL CONDITIONS OF THE CONTRACT

- 1) 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."
- 2) Service Provider shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- 3) Service Provider shall maintain **job cards** and a proper Record/Register indicating reasons for not attending to any particular work / time schedule.
- 4) In case of emergency work, no extra payment for working in odd hour will be made.
- 5) The property will be handed over to the Service Provider on 'as is where is' basis and the Service Provider shall ensure proper service to a reasonably satisfactory level.
- 6) NABARD reserves to change the scope of work or the number of labours during the contract period.
- 7) Service provider shall have experience in repair and maintenance services.
- 8) Water purifier is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
- 9) The comprehensive maintenance includes preventive maintenance on monthly basis and regular services of the various equipment and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
- 10) The NABARD Jharkhand RO shall provide details of Equipment Quantity, Location, Invoice Date/ vintage, Brief Problems of Machine (if any), to enable the service provider to prepare the maintenance work.
- 11) Service Provider, as per need and requirement of the contract fulfilment, shall ensure appropriate deployment of the manpower.
- 12) Repair should be conducted as per standard accepted guidelines for the water purifier repair and as per OEM manual. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of same make and functional capability as originally available in the PURIFIER. All types of spares, consumables and accessories shall be available with the service provider for equipments covered under the contract. An undertaking is required to be submitted to this effect at start of AMC services.
- 13) The new parts when to be fitted is to be verified before fitting to equipments. The removed part is to be handed over to NABARD Jharkhand RO. In case service provider notice any part is missing same to be brought to notice of NABARD or otherwise responsibility shall be of service provider Service provider shall ensure that only original parts of same make/brand are used for replacement.
- 14) Escalation matrix and name of persons coordinating AMC jobs to be submitted to buyer after AMC is awarded. Service provider shall make sure that equipment under AMC are in working conditions in NABARD Officers Quarters, Khelgaon, Ranchi. The service provider shall provide service support as and when required during the AMC period without any extra cost.
- 15) Immediately on award of the service contract, the service provider would give a report regarding taking over of the water purifier. It shall be the responsibility of the service provider to make the water purifier work satisfactorily throughout the

- contract period, also to hand over the water purifier to the NABARD Jharkhand RO in working condition on expiry of the contract. In case any damage in the same is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.
- 16) All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The spares and accessories shall be of standard quality. The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality.
- 17) In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.
- 18) The comprehensive maintenance/ annual maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the CT/ACT at NABARD Officers Quarters, Khelgaon, Ranchi.
- 19) After carrying out repair when required certificate regarding equipment working should be obtained from concerned CT/ACT of NABARD.
- 20)In case the Service Provider fails in adhering to the maintenance requirements, and NABARD Jharkhand RO made alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.
- 21) A preventive periodic maintenance report shall be submitted by the service provider to the buyer organization nodal officer.
- 22) Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty. Service provider is to ensure that only original part of same model/brand are used for replacement. In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
- 23) Response Time Ordinarily a complaint must be attended within 24 hours when no change of spare partis involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.
- 24) **System Uptime:** Service provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be **95%** of the period covered in the AMC.
- 25) AMC Service provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the NABARD Officers Quarters Khelgaon, Ranchi. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.
- 26) The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible.
- 27) In case resources employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource.

28) The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the NABARD. Service provider shall be responsible for complying with any applicable minimum wages and other statutory compliances.

#### **Declaration by the Service Provider**

We / I have read and understood the Scope of Work and special terms and conditions for the **of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers Quarters, Khelgaon, Ranchi for 2 years** 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.

Sign

Date & Place: Address:



# 6. Basic Information about Bidder

Sr. No.	Particulars	Details
1	Name of the Applicant/Organisation and address of their registered office	
2	Type of the Organization (whether Sole Proprietorship/ Partnership/Private Limited/ Limited or Cooperative Body etc.)	
3	Name of the Proprietor/Partners/Directors of the organization	(a) (b) (c)
4	Details of Registration (Whether Partnership firm, Company, etc.) - Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm	
5	Experience in the field of CAMC of water purification systems (Years)	
6	Personnel available in the organization (Details to be furnished in separate sheet)	371
7	Address of office through which the proposed work of National Bank for Agriculture and Rural Development (NABARD) will be handled and the name and designation of the Officer-in-Charge	RGRI H
8	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank and Income Tax clearance certificate shall be attached)	APALTING FORTH
9	Yearly turnover of the company during last 3 years (Year-wise) (ending 31.03.2025) duly certified by a CA.	352
	<ul> <li>Attach balance sheet/P&amp;L a/c statement and IT returns of the firm of last three years.</li> </ul>	
10	Whether any Civil Suit/Litigation arisen in the contracts executed during the last 5 years/being executed (ending 31.03.2025). If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation	

# 7. Work Experience

#### a) Previous Experience

List of important works done in last five years (as per the pre- qualification criteria mentioned in this tender)

Sr. Name & Location of work	Cost of work	Name of owner	Full address	Name of the contact person from owner's side for whom work was executed	Contact no. of the contact per son of the owner (Mandatory )	Email id of the contact person (Mandatory )	Completion Stipulated	period Actual	Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated	Any other relevant Information
					20	更用	32	A	from either side (give full details)	

Note: - The supporting documents like work order, experience certificate, completion certificate shall be enclosed mandatorily.

### b) Ongoing Projects

List of important works on Hand.

Sr. No	Name & Location of work	Cost of work	Name of owner	Full address	Name of the contact person from owner's side for whom	Contact no. of the contact per son of the owner (Mandatory )	Email id of the contact person (Mandatory )	Completion	period	Whether the work was left incomplete (reasons if any for delay in completion	Any other relevant Information
					work was executed			Stipulated	Actual	of work) or contract was terminated from either side (give full details)	

Note: - The supporting documents like work order, experience certificate, completion certificate shall be enclosed mandatorily.

### c) Technical personnel and special experience

**a).** List of your technical personnel, giving details about their technical qualifications and experience including that in your establishment.

Sr. No.	Name	Age	Qualifications	Work experience	Nature of works handled



# 8. Scope of Work

Tender for CAMC of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers Quarters, Khelgaon, Ranchi for 2 years.

- **1.** The maintenance involved shall be as per the packages specified. The scope of Comprehensive Annual Maintenance (AMC) Service covers upkeep and smooth working of the equipment within the premises of **NABARD Officers Quarters**, **Khelgaon**, **Ranchi** as per laid down SLA and any other provisions contained in the contract.
- **2.** The CAMC services shall consist of/ inclusive of the following:

#### a. Preventive Maintenance Service (PMS):

AMC service provider shall carry out preventive maintenance Services (PMS) on **monthly** basis and shall plan as per schedule of quantities, such that maintenance is carried out at NABARD Officers Quarters, Khelgaon, Ranchi for equipments covered in the AMC. PMS will be done once in every month during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC service provider must submit the preventive maintenance report along with satisfactory service report from the each tenant to CT/ACT of NABARD for record and SLA compliance.

#### b. Comprehensive Maintenance Services:

The scope of comprehensive maintenance covers upkeep and smooth working of the equipment/system within the premises of the NABARD Officers Quarters, Khelgaon, Ranchi as per laid down SLA, Package and other provisions covered in the contract. Service provider should carry out the comprehensive maintenance once in a year (within first quarter of award of contract) through trained, experienced and competent service engineer and as per benchmarked maintenance practices / OEM manuals. Continuous efforts should be made by service provider to minimise the down time of the water purifier as a part of the duties of the service provider agency. The service provider shall ensure the equipments/systems covered under the contract are maintained at optimum operating levels.

#### c. Break Down Services/Repair (BDS):

It shall be the responsibility of the service provider to ensure that as soon as a break down occurs immediately service engineers are deputed for carrying out the repairs and make the equipments/systems, covered under contract, in working conditions. Service provider should have adequate stock of required parts and spares which may need to be replaced. Service provider is expected to ensure that up time as prescribed in the SLA is maintained.

#### 3. Service Provider Obligations:

- **a.** Service provider should maintain register indicating details of equipment/Equipments being maintained and details of rooms/place where they are placed. In case any equipments shifted during tenure of the contract with in same location the change details are also to be kept on record/registers Such shifting within the same location shall be done under supervision of the AMC service provider and NABARD should ensure that information is given to service provider and they are also associated. However cost of such shifting shall not be responsibility of service provider.
- **b.** Service Provider should depute trained and technically competent service engineer / engineers at NABARD Officers Quarters, Khelgaon, Ranchi premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
- **c.** Service provider should have facility to enable NABARD to register complaints through call centre or through website or email. In case of several equipments involved service

- provider can also consider maintaining a help desk in premises of NABARD Officers Quarters Khelgaon, Ranchi. Proper record of the complaints should be maintained by the AMC call centre/office/Support Engineer /help desk at NABARD Officers Quarters Khelgaon, Ranchi.
- **d.** Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment. Any cleaning solution or chemical required also to be made available to service engineer.
- **e.** Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.
- **f.** The Service Provider must fulfil the requirement of number of maintenance services.
- **g.** Service provider shall maintain the confidentiality of any information related to the equipments under CAMC. Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.
- **h.** Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order.
- i. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be effected as per requirements specified in OEM Manual.

#### **Declaration by the Service Provider**

We / I have read and understood the Scope of Work and special terms and conditions for the this tender 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:
(Signature of the Tenderer)
Address

# 9. Description of Properties

# NABARD Officers' Quarter, Khelgaon, Ranchi

The **NABARD Officers' Quarters** are located in Block 19 & 20, Sector-1, National Games Housing Complex, Khelgaon, Ranchi 834009. There are presently 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed in different flats at the said premises. These units were installed in February 2024.



#### 10. SAFETY CODE

- 1. The Service Provider 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 Service Provider to follow the safety procedures such as using fire safety aprons, safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works. Service Provider 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 Service Provider's supervisors and workmen do not wear the uniforms and photo identity cards issued and thus pose a security risk to the safety of the Bank's establishments, its staff and the families of its staff
- 7. The decision of the Bank in all such cases attracting penalties shall be final and binding on the Service Provider.
- 8. An adequate insurance coverage shall be arranged by the Service Provider 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.
- 9. Smoking and chewing pan/ tobacco/ gutkha/ any other drugs etc. are prohibited in the premises.
- 10. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission from competent authority / designated engineer shall be taken before execution of the same. No job involving heat sources are permitted to be carried out after office hours, holidays and Sundays without prior permission.
- 11. The Service Provider shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.

#### **Declaration by the Service Provider**

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

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

# 11. Proforma for Electronic Payment

•••••		
•••••		
	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	कि कि
4	Account Number	BANK FOR
5	IFS Code	马光 是 五
6	Type of account (Savings, Currentetc.)	CT TO THE
7	PAN Number	JARURAL O
8	GSTN Number	T. P. D.
9	CKYC Identifier No.	

# Signature

#### Please attach

- 1. one original cancelled cheque leaf of the above Bank account and
- 2. copy of PAN Card and
- 3. allotment letter/registration letter under GSTN
- 4. Copy of address proof

# 12. AFFIDAVIT

(on Rs.100/- non-judicial stamp paper)

### **DECLARATION**

I,, sole proprietor/ partner/ authorized signatory of M/s, sole proprietorship/partnership firm/public/private limited company, having its principal place of business/ registered office at					
declare as under:-					
That I am the sole proprietor of M/s					
Or					
That ours is partnership firm having partners as under:- Full Name of partners.					
(a)					
(b)					
(c)					
(d)					
Or ASA BANG T					
That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.					
(Delete which is not applicable while typing affidavit)					
If proprietorship, a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.					
That I hereby confirm and declare that my/our firm/company M/s is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. dept from participating in the tender as on date.					
I know that to swear a false affidavit is a crime under the law and with such					
knowledge only I have swear this Affidavit.					
(Signature of the Proprietor/ Managing Partner/Director with Seal)					
DEPONENT					

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

**DEPONENT** 

(Signature & Seal of Notary)



# 13. ARTICLES OF AGREEMENT

(On Non-judicial stamp paper of ₹100/-)

#### AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Ranchi on this day of 2025				
BETWEEN				
National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051 and Jharkhand Regional Office at Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009, hereinafter referred to as "NABARD" (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the <b>ONE PART</b>				
AND				
M/s, a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at				
(NABARD and the Service Provider are collectively hereinafter referred to as " <b>the parties</b> ")				
WHEREAS  (1) NABARD, being desirous of outsourcing the works relating to CAMC of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers Quarters, Khelgaon, Ranchi for 2 years from, (hereinafter referred to as "the said works") of its premises at Block – 19 & 20, Sector-1, National Games Housing Complex, Khelgaon, Ranchi-835217 (hereinafter collectively referred to as "the said Premises") for the period to, had, vide its letter No				
(2) The Service Provider had, vide its letter dated, submitted its Tender for undertaking the said works at the said Premises.				
(3) NABARD, vide its Letters of Intent Nodated had selected the Service Provider for carrying out the said works at the said Premises.				
(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.				

#### **NOW THIS INDENTURE WITNESSES AS FOLLOWS:**

- 1. The contract shall commence from \_\_\_\_\_\_ and shall continue till \_\_\_\_\_ unless it is curtailed or terminated by NABARD owning to deficiency of services, substandard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs........ lakh for the said period** to the Service Provider for carrying out the said works in the said Premises as per the details given in **Scope of Work** in the tender. The rate will remain fixed throughout the entire period of contract i.e. till \_\_\_\_\_ and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Service Provider. NABARD will make payments only after the satisfactory completion of the periodic services on quarterly basis as indicated in the tender document.
- 2. The Service Provider will implement and operationalise web based / app based complaint registration system if supplied by NABARD. No payment will be made by NABARD to the Service Provider is this regard.
- 3. The contract may be extended for further period/s after the expiry of the initial period i.e. \_\_\_\_\_\_ as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Service Provider one month prior to the expiry of the current contract/extended contract and upon such request, the Service Provider shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.
- 4. The Service Provider should carry out the rotation of its deployed personnel within its client organizations during the contract period.
- 5. The Service Provider should make discreet inquires about the character and antecedents of the persons whom they are deploying in NABARD. The Service Provider shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
- 6. The Service Provider shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:
  - a List of individuals deployed
  - b Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
  - c Certification of verification of antecedents of persons by local Police authority.
  - d Identity Cards bearing photograph.
- 7. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in the tender document. No additional payment shall be made if the Service Provider keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours.
  - 8. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
- 9. The said works at the said Premises, which will be entrusted to the Service Provider from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
- 10. The Service Provider shall, for all intents and purposes, be the "Employer" within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Service Provider. The persons

- deployed by the Service Provider 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 Service Provider'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.
- 11. The Service Provider shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Service Provider shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition)Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
- 12. All persons deployed by the Service Provider in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Service Provider shall be required to provide supervisory staff for ensuring efficient and smooth operations.
- 13. The Service Provider shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Service Provider will be attended promptly by him or his employees concerned.
- 14. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
- 15. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 16. The Service Provider shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the 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 Service Provider to NABARD or any person authorized by NABARD, on demand. Further, the 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.
- 17. It will be the responsibility of the Service Provider to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the Service Provider for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
- 18. The Service Provider shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Service Provider shall also provide all safety items such as safety shoes, gloves, masks, etc.

- 19. The Service Provider, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Service Provider to NABARD.
  - 20. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Service Providers vehicles or vehicles of the personnel of the Service Provider. NABARD will not be under any liability to pay any compensation to the persons deployed by the Service Provider if they sustain any injury etc., while discharging the duties in the said premises. The Service Provider shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Service Provider should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The CAR policies are required to be at least for 1.25 times of the contract value.
- 21. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.
- 22. The manpower deployed by the 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.
- 23. The Service Provider shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
- 24. The Service Provider shall depute a coordinator who would be responsible for immediate interaction with the Officer-in-charge of Department of Premises, Security and Procurement, Jharkhand Regional Office NABARD so that optimal services of the persons deployed by the Service Provider could be availed without any disruption.
- 25. The Service Provider, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.
- 26. In case, the manpower deployed by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
- 27. The Service Provider, as a taxable service provider, should have valid GST registration Certificate, PANCARD, etc, and must be registered with relevant government department and should attach copies of Certificates along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
- 28. The payment terms shall be as per Service Level Agreement for ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONINGSYSTEM (VERSION 2) on GeM portal.
- 29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by NABARD.
- 30. The Service Provider shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. The Service Provider shall also pay statutory tax, wherever applicable.

- 31. The Service Provider shall maintain all statutory registers under the applicable law. The Service Provider shall produce the same, on demand, to NABARD or any other authority under law.
- 32. The Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Service Provider, then the Service Provider shall be liable to compensate for the same. The Service Provider shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Service Provider under this contract.
- 33. The Service Provider will have to deposit a security amount of **Rs.......(Rupees......)** for NABARD Jharkhand Regional Office vide NEFT/ RTGS at the rate of 3% of the approved tender value. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.
- 34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Service Provider will be liable to be forfeited by NABARD.
- 35. In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Service Provider, to the extent of the loss or obligation in monitory terms. If the adjustment is not possible, then the same may be recoverable from the Service Provider.
- 36. In case any of documents furnished by the Service Provider is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
- 37. If the Service Provider becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the Service Provider any loss suffered by NABARD on account of the Agreement being terminated.
- 38. The Service Provider shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
- 39. Breach of Contract And Termination:

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:

- a) Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- b) Breach of contractual obligations:

Any incidents considered as the breach of contract will result in immediate termination of services. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.

The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so. If the Service Provider fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

- in the opinion of the Bank (which shall not be called in question by the Service Provider and shall be binding on the Service Provider) the Service Provider fails or refuses to implement this agreement to the Bank's satisfaction and/or
- ii. the Service Provider commits a breach of any terms and conditions of this agreement and/or
- iii. the Service Provider 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 Service Provider and/or
- iv. for any reason whatsoever, the Service Provider becomes disentitled in law to perform his obligations under this agreement and/or
- v. there is any variation in the ownership/partnership or management of the Service Provider or his business without the prior approval in writing of the Bank to such variation.
- c) The Service Provider firm can terminate the agreement by giving three months notice in advance. If the Service Provider fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Service Provider shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.
- 40. On the expiry or early termination of the Agreement, the persons deployed by the Service Provider shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

#### 41. Resolution of disputes

- i. This Agreement shall be governed by and construed in accordance with the laws of India.
- ii. Disputes or differences whatsoever, arising between NABARD and the Service Provider shall be resolved amicably between NABARD's representative and the Service Provider's representative.
- iii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows: "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."
- iv. The venue of the arbitration shall be at Ranchi.
- v. The language of arbitration shall be English.
- vi. Work under the Agreement shall be continued by the Service Provider during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the

arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Service Provider shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

- 42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
- 43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Service Provider and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.
- 44. This agreement is being executed in duplicate, NABARD should keep the original and the Service Provider shall keep the duplicate.
- 45. The Service Provider shall bear the stamp duty on this agreement for both the original and the duplicate copies.

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

By Shri	by Shri
DGM/ GM	金节 图13
For & on behalf of NABARD	the duly authorized signatory for & or behalf of the Service Provider
In the presence of	In the presence of
1	1
2	2

# 14. CHECK LIST FOR SUBMISSION OF BID

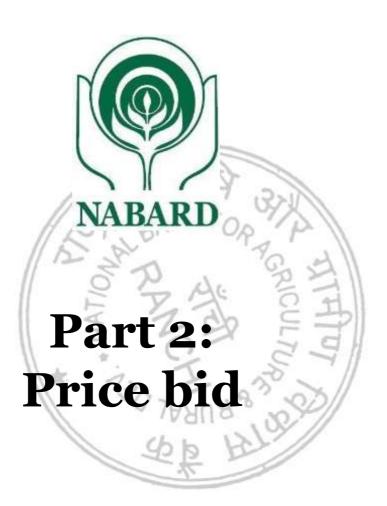
Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & Stamped checklist **with this tender document.** 

#### Please tick ( $\sqrt{\ }$ ) the box and ensure compliance:

1.	value. For Proprietary Organization, declaration for proprietorship submitted			
	Submitted Proprietorship			
2.	Partnership Deed is case of Partnership firm and Articles of Association in case of limited company and AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED			
	Submitted Not applicable			
3.	Original Bidding Document along with blank (un-priced) copy of price Bid/ Schedule of Rates and addendum, if any. Price is not filled up in this document, which needs to be mentioned in Price bid only.			
	Submitted			
4.	All pages/documents are stamped and signed by the authorized signatory of the bidder.			
	Yes			
5.	Price bid in original, duly filled in, signed and sealed in each page, and Calculation sheet (separate for each quoted service) submitted in separately.			
	Submitted			
6.	Duly filled in Details of Specific Experience as per the format attached in the Bidding Document along with Documentary evidence comprising Work order and Completion certificate in support of meeting Experience criteria as per the NIT.			
	Submitted			
7.	Work Completion certificates from clients, in case work is already completed			
	Submitted			
8.	Financial statement along with the Annual Audited balance sheets and P&L Accounts/ IT			

returns for the last three years (ending 31.03.2025), as applicable.

	Submitted					
9.	PAN NO. With documentary proof.					
	Submitted					
10.	o. ESI No. with documentary proof, if applicable					
11.	Submitted PF No. with documentary proof, if applicable					
	Submitted					
12.	GST Number (GSTN) applicable under GST Act. Submitted					
	<b>NOTE:</b> Documents, which are required to be submitted for the subject job, which are specifically mentioned in the Bidding Document.					
	SIGNATURE OF BIDDER:					
	NAME OF BIDDER :					
	COMPANY SEAL:					



# **Bill of Quantities**

Tender for CAMC of 51 units of Aquaguard fully automatic UV+UF potable water purification systems installed at NABARD Officers Quarters, Khelgaon, Ranchi for 2 years

Sr No	Component	Details	Remarks
A	Water Purification System Quantity	No of Aquaguard fully automatic UV+UF potable water purification systems for which CAMC is sought (in Numbers)	51
В	Rate per Water Purification and Conditioning System ##	(In Rs.) (inclusive of all applicable taxes)	Rs/- (in words, Rs
С	Contract Period	(in Days)	730 days
D	Total Contract Value #\$	(in Rs)	Rs/- (in words, Rs)

#\$ Total contract value = Rate per Water Purification and Conditioning System (inclusive of all applicable taxes)  $\times$  Quantity  $\times$  (Contract Period / 365)

## The rate quoted by the bidder should be reasonable and workable. Prospective bidders are advised to visit the premises to accurately estimate the cost.

Note: The filled calculation sheet should not be enclosed in Technical bid.

Service Providers' Name -

Name of authorised signatory-

Seal and signature -