

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**  
**GUJARAT REGIONAL OFFICE, AHMEDABAD**



**Maintenance Contract for Plumbing and Carpentry Works at NABARD Tower (Office Building) Usmanpura & NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026**

Date of Commencement of issue of tender	04:00 PM on 29 February 2024
Earnest Money Deposit	Rs.15,600/-
Pre tender Meeting	03:00 PM on 05 March 2024 Venue: NABARD Tower, Opp. Municipal Garden Usmanpura, Ahmedabad – 380013.
Last date and time for receipt of e – tender bids	03:00 PM on 21 March 2024
Date and time of opening of Technical Bids	03:30 PM on 21 March 2024
Date & Time of opening of Financial Bids	To be informed later
Website for submission of tender	<a href="https://gem.gov.in/">https://gem.gov.in/</a>
Contact for tendering	E-mail: <a href="mailto:dpsp.ahmedabad@nabard.org">dpsp.ahmedabad@nabard.org</a> Telephone: 079-27554024/41

## निविदा आमंत्रण सूचना Notice Inviting Tender

राबैं.गुज.क्षेका/डीपीएसपी-4212/पलम्बिंग & कार्पेंटरी  
/2023-24 29 फ़रवरी 2024

सभी बोलीकर्ता

महोदया / महोदय,

नाबार्ड, गुजरात क्षेत्रीय कार्यालय, अहमदाबाद - 380013 और नाबार्ड विहार (अधिकारी आवास), नवरंगपुरा, अहमदाबाद - 380006 हेतु प्लम्बिंग और कार्पेंटरी के लिए दो वर्षों की अवधि 01/05/2024 से 30/04/2026 तक के लिए अनुरक्षण करार के लिए निविदा आमंत्रण सूचना

1. नाबार्ड, गुजरात क्षेत्रीय कार्यालय, अहमदाबाद - 380013 और नाबार्ड विहार (अधिकारी आवास), नवरंगपुरा, अहमदाबाद - 380006 हेतु प्लम्बिंग और कार्पेंटरी के लिए दो वर्षों की अवधि 01/05/2024 से 30/04/2026 तक के लिए अनुरक्षण करार **₹7.80 लाख प्रति वर्ष की** अनुमानित लागत पर प्रतिष्ठित एजेंसी के साथ संविदा निष्पादित करना चाहता है।

2. अनुरोध है कि आप **दोहरी बोली प्रणाली के अंतर्गत सरकारी ई-मार्केटप्लेस (जीईएम)** में इस निविदा दस्तावेज़ में दिए गए विस्तृत विवरण और अन्य अपेक्षाओं के अनुसार उपर्युक्त संविदा के लिए अपना प्रस्ताव प्रस्तुत करें। निविदा दस्तावेज़ नाबार्ड की वेबसाइट <https://www.nabard.org> और जीईएम पोर्टल से डाउनलोड किया जा सकता है।

3. **बोली-पूर्व बैठक** का आयोजन **05 मार्च 2024 को अपराह्न 03:00 बजे** नाबार्ड, गुजरात क्षेत्रीय कार्यालय, उस्मानपुरा, अहमदाबाद 380013 में किया जाएगा। बोली-पूर्व बैठक में भाग लेने हेतु पात्र होने के लिए बोलीकर्ता स्थान का सर्वेक्षण कर ले और समग्र रूप से कार्य/सेवा की साध्यता के संबंध में स्वयं संतुष्ट हो जाएँ। **बोली-पूर्व बैठक में मांगे जाने वाले किसी भी प्रकार के स्पष्टीकरण के संबंध में बैठक से कम-से-कम 01 कार्यदिवस पहले लिखित में ई-मेल ([dpsp.ahmedabad@nabard.org](mailto:dpsp.ahmedabad@nabard.org)) से हमें सूचित करें।** बोली-पूर्व बैठक में दिए गए सभी स्पष्टीकरण निविदा

NB.Guj.RO/DPSP-4212/Plumbing & Carpentry  
Tender /2023-24 29 February 2024

All Bidders

Madam/Dear Sir,

**Notice Inviting Tender for Maintenance Contract for Plumbing & Carpentry Works at NABARD Regional Office, Usmanpura, Ahmedabad 380013 and NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026**

1. NABARD intends to enter contract with a reputed agency for **Maintenance Contract for Plumbing and Carpentry Works at NABARD Regional Office Building, at Usmanpura, Ahmedabad 380013 and NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026** at an estimated cost of **Rs.7.80 Lakhs per annum.**
2. You are requested to submit your offer through **Government - e - Marketplace (GeM)** in **Two Bid System** for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. The tender document will be available for download at <https://www.nabard.org> and in GeM Portal.
3. The **Pre-Bid meeting** will be held at **1500 Hrs on 05 March 2024** at NABARD Regional Office, Usmanpura, Ahmedabad 380013. To be eligible to participate in the pre-bid meeting, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work/service. **Any clarifications being sought in the pre-bid meeting should be submitted in writing at least 01 working day prior to the date of pre-bid meeting by email to [dpsp.ahmedabad@nabard.org](mailto:dpsp.ahmedabad@nabard.org).** All the clarifications of the pre-bid meeting will be part of tender.

का हिस्सा होंगे। बोली-पूर्व बैठक के संबंध में सभी स्पष्टीकरण इस निविदा के हिस्सा होंगे।

4. **जीईएम पोर्टल के माध्यम से प्रस्तुत निविदाएँ ही स्वीकार की जाएंगी।** निर्धारित तिथि के पश्चात प्राप्त निविदाओं अथवा फ़ैक्स/ईमेल/डाक से प्राप्त निविदाओं को स्वीकार नहीं किया जाएगा और उन्हें नकार दिया जाएगा। निर्धारित प्रक्रिया के अनुसार निविदा प्रस्तुत नहीं करने पर, बोलीकर्ताओं की निविदाएँ नकार दी जाएंगी।

5. जीईएम के नियमों और नाबार्ड की सुविधा के अनुसार निविदा की तकनीकी बोली (भाग-1) दिनांक **21 मार्च 2024 को अपराह्न 03:00 बजे** अथवा उसके बाद, नाबार्ड, गुजरात क्षेत्रीय कार्यालय, उस्मानपुरा, अहमदाबाद- 380013 में खोली जाएगी।

6. तकनीकी मूल्यांकन में अर्हता-प्राप्त बोलीकर्ताओं की मूल्य बोली (भाग-II) जीईएम पोर्टल के माध्यम से अलग से सूचित की गई तिथि पर खोली जाएगी। इस निविदा दस्तावेज़ के नियमों और जीईएम के नियमों में टकराव होने की स्थिति में, इस दस्तावेज़ को प्राथमिकता दी जाएगी।

7. इस निविदा की शर्तों और निबंधनों और अन्य दस्तावेज़ों में तकनीकी बोली, मूल्य बोली, कार्य की परिधि अपेक्षित सेवाओं, सफल बोलिकर्ताओं के चयन आदि के संबंध में अनुदेशों का विवरण दिया गया है।

8. अपेक्षित कुल श्रम शक्ति और प्रदान की जाने वाली सेवाओं का विस्तृत विवरण निविदा में अलग से दिया गया है। बोलिकर्ताओं से अनुरोध है कि वे कोटेशन दर इंगित करने से पूर्व निविदा दस्तावेज़ को ध्यानपूर्वक पढ़ें। कोटेशन दर इंगित करने से पूर्व बोलीकर्ता को सुझाव दिया जाता है कि वे निविदा कार्यक्षेत्र और किए जाने वाले कार्यों के बारे में भली-भांति परिचित होने और सभी प्रकार के आवश्यक स्पष्टीकरण प्राप्त करने हेतु नाबार्ड, गुजरात क्षेत्रीय कार्यालय, अहमदाबाद और नाबार्ड विहार(अधिकारी आवास), सेंट जेवियर्स कॉलेज कॉर्नर, नवरंगपुरा, अहमदाबाद – 380006 का दौरा करें।

9. बयाना राशि के रूप में **₹15,600/-** की राशि एनईएफटी के माध्यम से निम्नलिखित खाते में जमा की जाए। बयाना राशि के बिना निविदा को नकार दिया जाएगा।

4. **Tenders submitted through GeM portal only will be accepted.** 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 manner, will be rejected.

5. Technical Bid (Part- I) of Tender will be opened at NABARD Regional Office, Usmanpura, Ahmedabad 380013 on **21 March 2024 at 1500 hrs** or later as per convenience of NABARD and as per the rules of GeM.

6. Price Bid (Part II) of bidders who qualify the technical evaluation will be opened on a separate date informed through GeM portal. If there is any conflict between the rules of this tender document and the rules of GeM, then this document will be given preference.

7. Instructions regarding Technical Bid, Price Bid, scope of works and the services required, selection of successful bidder etc have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

8. The total number of required manpower and the services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. The tenderers are advised to visit the site NABARD Vihar, Near St. Xavier College Corner road, Ellisbridge, Navrangpura, Ahmedabad and NABARD Gujarat Regional Office (NABARD Tower), Opp. Municipal Garden, Usmanpura, Ahmedabad and conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

9. An Earnest Money Deposit of **₹15,600/-** should be remitted by NEFT into the account mentioned below. Tender without EMD shall be rejected.

10. Payee Name : NABARD  
Current Account No : NABADMN02  
Name of the Bank : NABARD  
Head Office, Mumbai  
IFSC Code : NBRD0000002

10.आदाता का नाम : NABARD  
चालू खाता सं. : NABADMN02  
बैंक का नाम : NABARD,Head Office, Mumbai  
आईएफ़एससी : NBRD0000002

बोलिकर्ताओं द्वारा जमा की गई बयाना राशि पर कोई ब्याज नहीं दिया जाएगा। सफल बोलीकर्ता को कार्य देने के पश्चात, असफल बोलिकर्ताओं द्वारा जमा की गई बयाना राशि वापस की जाएगी। अनुरोध है कि आप निविदा दस्तावेज के साथ बयाना राशि जमा करने के संबंध में पावती की प्रति संलग्न करें अन्यथा निविदा स्वीकार नहीं की जाएगी।

(निविदाकर्ता को सूचित किया जाता है कि बयाना राशि जमा करने के पश्चात लेन-देन के विवरण सहित [dpsp.ahmedabad@nabard.org](mailto:dpsp.ahmedabad@nabard.org) को ईमेल प्रेषित करें।)

11. जीईएम के मानदंडों के अनुसार , बोली खोलने की तिथि से **3 महीने तक** बोली वैध और स्वीकार करने के लिए मान्य मानी जाएगी।

12. बोलीकर्ता/बोलीकर्ताओं को बिना कोई कारण बताए किसी भी या सभी निविदाओं पूर्ण रूप से आंशिक रूप से की स्वीकारने या नकारने का अधिकार नाबार्ड के पास सुरक्षित है।

13. सफल बोलीकर्ता द्वारा अपना प्रस्ताव स्वीकार होने की तिथि से 07 दिन के भीतर संलग्न मानक प्रारूप में नाबार्ड के साथ एक करार निष्पादित करना होगा, अन्यथा बोलीकर्ता की बयाना राशि जब्त मानी जाएगी।

14. निविदा दस्तावेज़ में यदि कोई भी विसंगतियाँ, चूक,अस्पष्टता पाई जाती है, अथवा उसके अर्थ के बारे में संदेह उत्पन्न होता है, तो कृपया 'मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, म्युनिसिपल गार्डन के सामने, उस्मानपुरा, अहमदाबाद ' को लिखित रूप से अवगत करें जो उसकी और मांगी गई जानकारी की समीक्षा करेंगे और यदि निविदा दस्तावेज़ में उसे स्पष्ट रूप से उल्लेखित या विनिर्दिष्ट नहीं किया गया है तो, नाबार्ड द्वारा सभी निविदाकर्ताओं को स्पष्टीकरण जारी किया जाएगा जो निविदा दस्तावेज़ का हिस्सा होगी। निविदा प्रस्तुत करने के 03 कार्य दिवस पूर्व, निविदा दस्तावेज़ में कोई भी विसंगतियाँ, चूक,अस्पष्टता अथवा उसके अर्थ के

No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders. We request you to give us a copy of the acknowledgement crediting our Account along with tender document failing which the tender will not be considered for acceptance.

(After depositing the EMD amount, the tenderer is advised to send an email to [dpsp.ahmedabad@nabard.org](mailto:dpsp.ahmedabad@nabard.org) with the details of the transaction)

11. The bid shall remain valid and open for acceptance for **03 months** from the date of opening of the bid and as per norms of GeM.

12. NABARD reserves the right to accept or reject any/all tender(s) in part or whole of any bidder/bidders without assigning any reasons for doing so.

13. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 07 days from the date of acceptance of the offer, failing which the bidder's EMD may stand forfeited.

14. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the **"The Chief General Manager, National Bank for Agriculture and Rural Development, Gujarat Regional Office, Opp. Municipal Garden, Usmanpura, Ahmedabad"** who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

बारे में संदेह को यदि नाबार्ड की जानकारी में नहीं लाया जाता है तो, नाबार्ड इसके लिए जिम्मेदार नहीं होगा।

15. कार्य समनुदेशन के 15 दिनों के भीतर, सफल बोलीकर्ता द्वारा स्वीकृत निविदा मूल्य की 5% राशि(01 वर्ष की संविदा का मूल्य) को जमानत के रूप में नाबार्ड के पास रखनी होगी जिसे प्रतिधारण जमा राशि(आरएमडी) के रूप में माना जाएगा।

16. अनुरक्षण अवधि को संतोषपूर्ण तरीके से पूर्ण करने के पश्चात प्रतिधारण जमा राशि(आरएमडी) बिना किसी ब्याज के वापस की जाएगी। यदि ठेकेदार द्वारा इस करार की किसी भी शर्तों और निबंधनों का उल्लंघन होता है या वह कार्य/सेवा पूर्ण करने में विफल होता है तो जमानत राशि जब्त की जाएगी।

भवदीय

ह/-

(एस आर जग्गी)

उप महाप्रबंधक

15. The successful tenderer will be required to submit @5% of the accepted value of tender (total value of the contract for one year), as Security Deposit within 15 days of award of work, which will be reckoned towards the Retention Money Deposit (RMD).

16. The RMD will be released after 90 days from the expiry of the satisfactory AMC period and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.

Yours faithfully

Sd/-

**(S R Jaggi)**

**Deputy General Manager**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**  
**GUJARAT REGIONAL OFFICE, AHMEDABAD**

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**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**  
**GUJARAT REGIONAL OFFICE, AHMEDABAD**

**SCHEDULE OF EVENTS**

Date of issue of Tender	<b>29 February 2024</b>
Earnest Money Deposit (EMD)	The Bidder shall deposit Earnest Money Deposit for an amount of Rs.15,600/- which can be remitted by NEFT/RTGS into NABARD's bank account as per details given below.
Account Details of National Bank for payment of Earnest Money Deposit	Payee Name : <b>NABARD</b> Current Account No : <b>NABADMN02</b> Name of the Bank: <b>NABARD, Mumbai</b> IFSC Code : <b>NBRD0000002</b>
Pre-Bid meeting	<b>15.00 hrs. on 05 March 2024</b>
Last Date of Submission of Bids	<b>Up to 15.00 hrs. on 21 March 2024</b>
Opening of Bids	<b>15.30 hrs. on 21 March 2024</b> Authorized representatives of vendors may be present during opening of the technical Bids. Bids would be opened even in the absence of any or all of the vendors' representatives.
<b>Contact Details:</b> Address for Communication And submission of bid.	NABARD , Gujarat Regional Office, Department of Premises, Security and Procurement, 2nd Floor, NABARD Towers, Opposite Municipal Garden, Usmanpura, Ahmedabad 380013 079-2755-4041/4024

**FORM OF TENDER**  
**(On the letter head of the bidder)**

**Maintenance Contract for Plumbing and Carpentry Works at NABARD Regional Office, Usmanpura, Ahmedabad 380013 and NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026**

Place: Ahmedabad

Date: \_\_\_\_\_

The Chief General Manager  
National Bank for Agriculture and Rural Development  
NABARD TOWER  
Usmanpura  
Ahmedabad.

Dear Sir,

Having examined the schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the quotation / tender, I/We hereby offer to execute the work specified in memorandum at the rates mentioned in the attached schedule of quantities and in accordance with the specification and instructions in writing and with such materials as are provided for and in all other respects in accordance with such conditions so far as they are applicable.

a)	Description of work	<b>Maintenance Contract for Plumbing and Carpentry Works at NABARD Regional Office, Usmanpura, Ahmedabad 380013 and NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026</b>
b)	Contract Period	<b>01 May 2024 to 30 April 2026</b>
c)	Earnest money Deposit	Rs.15,600/- (Rupees Fifteen Thousand Six Hundred Only) Payee Name : NABARD Current Account No : NABADMN02 Name of the Bank : NABARD, Mumbai IFSC Code : NBRD0000002

1. Should this e-tender be accepted, I/We hereby agree to abide by and fulfil the Terms and Conditions and Provisions of the said contract document annexed hereto.

2. Our Bankers are:

(i) Bank Name & Branch \_\_\_\_\_

A/C No:

\_\_\_\_\_

IFSC Code:

\_\_\_\_\_



3. Names of the proprietor/partner/authorized signatory of the firm authorized to sign:
- i) \_\_\_\_\_
- ii) \_\_\_\_\_
4. Names of the person hereby given the power of Attorney to sign the contract:
- i) \_\_\_\_\_
- ii) \_\_\_\_\_
5. Our PAN No. is \_\_\_\_\_. (Copy of PAN to be attached)
6. 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/received the Tender invited by you.
7. 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.
8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the 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.
9. I / We have paid interest-free Earnest Money Deposit (EMD) of Rs.15,600/- by RTGS/NEFT to NABARD's Current Account No NABADMN02, IFSC Code NBRD0000002 and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.
- 10. I / We agree to pay all Government (Central and State) Taxes such as GST, Works Contract Tax, Service Tax etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.**
11. I / We agree to pay the worker/workers engaged as per the minimum wages declared by the authority under Contract Labor Rules Act 1970 from time to time and agree to pay the same with immediate effect.
12. 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 during the entire contract period except the difference of minimum wages mentioned at para 10 above and corresponding applicable tax.

Yours faithfully

(Seal & Signature of bidder)

Date:

Place:

## **2. Technical Bid**

### **INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA**

1. The Tenderer should have a minimum experience of three (03) years of working with indicative nature of works as briefly mentioned below.

- **Civil, Plumbing and Sanitary works :** (1) All types of plumbing, civil and sanitary works in the office complex and residential quarters 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 underground sewage lines etc. (6) Cleaning the open surface drains clean and free from deposits (7) Emergency works related to Fire hydrant (8) Any plumbing works related to Sewage Treatment Plant.

- **Carpentry works:** (1) All types of Carpentry works in the office complex and Residential Quarters including supply of Carpentry materials as per the requirement. 2) Repair and maintenance of furniture equipment's and similar types of Maintenance Contract of Carpentry Services.

The successful bidder shall certify that the workers supplied by him/her possess at least three years of respective experience as above.

The bidder will also be required to furnish KYC of the workers she/he engaged.

#### **2. The contractors should meet following qualification criteria:**

- Minimum 3 years' experience (as on 31.12.2023) in the field of Plumbing & Carpentry AMC Contracts/Similar nature of works, 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/Reputed Private Sector Organisation.

The bidders should have average Annual Turn Over of at least **Rs.2.34 lakhs** during the **last three years ending 31 March 2023** supported with audited balance sheet **or** profit & loss statement **or** a registered Chartered Accountant certified statement of turnover.

The Contractor should have successfully **completed similar work during last 07 years** and should be either of the following:

- i) Three similar works of each trade valuing **not less than Rs.3.12 Lakh; or**
- ii) Two similar works of each trade valuing **not less than Rs.3.90 Lakh; or**

iii) One similar work of each trade valuing **not less than Rs.6.24 Lakh.**

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

- PAN.
- GSTN Registration.
- Employee State Insurance Act registration.
- PF registration.
- Details of work experience shall be supported by work orders and corresponding completion certificates. Please submit only the relevant documents.
- 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 (Section I).
- Details of works on hand.
- Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant **Or** Certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.

4. The bidders should have applicable registrations PAN, TIN, TAN, GST, etc. supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other Statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid). The successful bidder will be required to submit originals of above documents for verification by NABARD before award of the contract.

5. Agency should have a valid license/registration as per GOI/ State Govt. instructions or from any other competent authority to operate a manpower agency in the State of Gujarat and similarly registration with appropriate competent authority.

**6. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials up Rs.50/-, tools and equipment as per requirement, uniform for laborers, other overheads, etc. Bidders are be advised to quote service charges after due diligence which should be reasonable and workable.**

7. In order to ensure the statutory requirements, the bidders should have

- i) The bidder shall obtain, if applicable, valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.

- ii) The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.

**8. The agency should have their own office within the city limits of Ahmedabad or Gandhinagar. (Supporting valid and current Documents to be attached for e.g., Electricity, Municipal tax bill etc.)**

9. Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/ Reputed Private Sector Organisation, etc during the last 07 years i.e. "Similar Works" means experience in executing Maintenance Contract for (i) Plumbing and Carpentry for Office Building & Residential Quarters in similar Government / PSUs / Public Sector Banks / Autonomous Bodies

10. IT returns and audit report of last three consecutive financial years –2020-21, 2021-22 and 2022-23.

11. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.

12. If required, the Bank may obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART–II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.

13. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.

14. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, NABARD, Gujarat Regional Office, Opp. Municipal Garden, Usmanpura, Ahmedabad - 380013.

I/We have read and understood the instructions contained herein above and are acceptable to us.

Signature:

Date:

Place:

<b>Check List</b>			
<b>Technical bid will be evaluated on these parameters. All bidders should comply with these parameters for further consideration.</b>			
<b>Sr. No.</b>	<b>Description of Enclosure</b>		<b>Please tick ✓ or write</b>
<b>1</b>	Registration (please submit scanned copies of requisite documents)	GST	
		ESI	
		PF	
		PAN	
	Balance sheet and Profit & Loss Account statement for the previous three years, duly certified by a practicing Chartered Accountant in support of Turnover OR Banker's Solvency Certificate in proof of having adequate financial standing.	FY2022-23	
		FY2021-22	
		FY2020-21	
<b>2</b>	Turnover: Average should be more than Rs.2.34lakh (please submit CA certificates)	FY2022-23	
		FY2021-22	
		FY2020-21	
<b>3</b>	Experience in same field i.e. maintenance contract of Plumbing and Carpentry works etc. during the last 7 years i.e. from 01 January 2017 – 31 December 2023 (Please submit experience certificate or completion certificate)	3 works of Rs.3.12 lakh each or	
		2 Works of Rs.3.90 lakh each or	
		1 work of Rs.6.24 lakh each	
<b>4</b>	Earnest Money through NEFT: please submit requisite documents. In case of any exemption sought, please upload relevant and currently valid documents		
<b>5</b>	Sealed and signed copy of Form of Tender in letterhead of bidder. Scanned copy to be uploaded in GeM		
<b>6</b>	Address in Ahmedabad or Gandhinagar Municipality area (please submit address proof)		
<b>7</b>	One of the qualifying works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office/Reputed Private Sector Organisation.		

**Note:** Please attach self-certified copies of the following document:

a) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years (CA Certified).

### Section-I -Previous Experience

- a) List of important works **EXECUTED** by the bidder during last **seven years individually costing Rs 3.12 Lakh each and above** with experience in executing works of similar work in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address. Also indicate whether Government or Semi-Govt or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- b) List of important **ON HAND** works costing **Rs.3.12 Lakh each and above** in the field of the tender required services. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address. Also indicate whether Government or Semi-Govt. or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information on
(1)	(2)	(3)	(4)	(5)	(6)	(7)

## Section-II

### Plumber and Carpenter and their Experience

1. List of staffs & details about their technical qualifications, experience, etc.  
(Please attach extra sheets if required).

S.No	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organisation	Any other relevant information, if any

2. **List of available tools, Equipment. (Applicable for Plumber and Carpenter)** (Please attach extra sheets if required).

S. No.	Name of tools/ Equipment and Accessories	Total No. of units available with	Required no. of units to be spared for NABARD's work (to be kept in our premises)
(1)	(2)	(3)	(4)
1	Wall and Wooden Drilling Machine with full set of bits & accessories		02 (01 each for Office and Quarters)
2	Other Plumbing/ Carpentry items (for regular work)		02 Set (01 each for Office and Quarters)
3	Any other equipment's/items as required to carry out the job		As required
4	Other information if any		

Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.

## Section-III -Basic Information of the Bidder

<b>A. General Information</b>		
1.	Name of the applicant organization/ vendor/ supplier/ service providers	
2.	Address for communication and contact details	
3.	Telephone number (landline) Telephone number (mobile)	
4.	E mail ID	
5.	Type of the organization (whether sole proprietorship, partnership, private limited or limited company or cooperative society etc.)	
6.	Name of the proprietor/partners or directors in the organization	
7.	Details of Registration – (whether partnership firm, company, society, etc.) Registering Authority, Date, Registration No., etc.,(copy to be enclosed)	
8.	Whether empanelled with Government/Semi - Government/ Autonomous bodies or any PSU and if so, give the details of the same (copy to be enclosed)	
9.	Number of years of experience in the field/ trade A list of important assignments may be indicated for the same along with supporting documents (Note - <b>Minimum 03 years of experience as on 31/12/2023 )</b>	_____Years



10.	Have you in the past carried out any works for NABARD? If yes, give details	
11.	Indicate if involved in any litigation at present in similar type of contracts	
12.	Any civil suit arisen in the contracts of works executed, if any, please give brief details	

### Details of the Bank's Account

1.	Name of the Vendor / Firm / Contractor	
2.	Name of the Account Holder	
3.	Name of the Bank's branch and Address	
4.	Bank's Code and Branch's Code	
5.	IFSC Code of the Bank's Branch	
6.	Type of Account (Current/Saving/Cash credit)	
7.	Account Number	

Note: A copy of **cancelled cheque** in respect of the above account which is operated by the vendor may be enclosed

**Place:**

**Date:**

**(Signature and Full Name of the authorized person with seal on behalf of Firm/Agency/Contractor)**

## GENERAL INSTRUCTIONS

### **Maintenance Contract for Plumbing and Carpentry Works at NABARD Tower (Office Premises) at Usmanpura, Ahmedabad 380013 & NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026**

1. Before quoting, the Contractors must clearly understand that they have fully acquainted themselves with the content of:
  - a. Form of Tender
  - b. Pre-Qualification Criteria
  - c. General Instructions
  - d. General Terms & Conditions of Contract (Annexure-A)
  - e. Additional Conditions (Annexure-B)
  - f. Scope of work (Annexure-C)
  - g. Special Instructions (Annexure-D)
  - h. Safety Precautions (Annexure-E)
  - i. Requirement of Staff (Annexure-F)
  - j. Articles of Agreement (Annexure G)
  - k. Indemnity Bond (Annexure H)
  - l. Declaration (Annexure-I)
  - m. Price Bid (Annexure-J)
2. Tenderers will apply on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (as per Section I, & II), along with proof of having submitted EMD; and terms & conditions in prescribed tender document. **The PART– II of the tender shall contain only the financial bid in the prescribed format in GeM.** No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
3. The PART–I (Technical Qualification Bid) of the tender shall be opened first on **21 March 2024** as per GeM procedure. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened / considered. Price bid of bidder will be opened only if found eligible in Technical Bid.
4. Bidder has to qualify in Technical Bid. Only those bidders whose firm has registration of GST, ESI, EPF etc., are eligible to apply.
5. Selection will be based on Service Charge quoted at the price bid by the bidder.
6. In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic and as per GeM procedure .
7. Tenders, which do not fulfill all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, are liable to be rejected.
8. NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender. The decision of NABARD will be final in selection of bidder.
9. The estimated cost of the tender of supply of manpower is Rs.7.80 lakh for 12 months.
10. The EMD of Rs.15,600.00 is required to be deposited through NEFT/RTGS to the following account:

ACCOUNT NAME	<b>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</b>
ACCOUNT NUMBER	<b>NABADMNo2</b>
ACCOUNT TYPE	<b>Current Account</b>
IFS CODE	<b>NBRD0000002</b>
BANK NAME	<b>NABARD</b>
BANK BRANCH	<b>HEAD OFFICE, MUMBAI</b>

11. After depositing the EMD amount, the tenderer is advised to send an email to [dpsp.ahmedabad@nabard.org](mailto:dpsp.ahmedabad@nabard.org) with the details of the transaction.
12. The EMD of the Contractor selected for award of the Maintenance Contract will be retained by NABARD as **Retention Money Deposit (RMD)** till expiry of the Contract and will not carry any interest. The successful bidder has to deposit an **amount @5% of the yearly tender amount** as RMD, in such case the EMD amount already deposited will be adjusted.
13. The RMD will be released after 90 days from the expiry of the satisfactory AMC period and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.
14. Validity of bid shall be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to 30 April 2026 except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and subject to other terms & conditions mentioned elsewhere in the tender.
15. NABARD reserves the right to divide and distribute the work to more than one Contractor at its sole discretion.
16. The Contract period will be for a period of 02 years starting from **01 May 2024 to 30 April 2026**.
17. The contract period may be renewed for further two years (one year at a time), if services are found satisfactory as per mutually agreed terms and conditions. The renewal shall be at the sole discretion of NABARD.
18. The Bank reserves the right to terminate the services of the agency by giving one-month notice if the services are found to be unsatisfactory.
19. Tenders containing tenderer's own conditions are liable to be rejected.
20. The rates may be quoted in the Price BID only and not elsewhere. **Rate shall be written both in 'Figures and Words'**.

21. No alterations, additions or erasures in any of the tender documents are permitted and if any are made, the National Bank shall have the right to either discard such alterations, additions, erasures or to reject the whole tender as it may decide.
22. **Bidders** are advised to visit the site at their cost before quoting and doubts if any be got clarified from the concerned officer to familiarize themselves with the details of the works and site conditions, etc.
23. Rates should include all Taxes (including GST), Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account, except the difference of minimum wages and corresponding applicable tax.
24. The rate quoted by the bidders shall be inclusive of the charges for labour, supervision, Tools and Equipment's, Taxes of any nature etc. and shall be as mentioned in the Schedule of Quantities/Scope of Work. **NABARD will not supply any tools and equipment, scaffolding, jhula, shuttering, props, struts, ropes etc.**
25. 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.
26. No advance shall be paid towards mobilization and cost of materials.
27. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.
28. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.
29. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures.
30. If the successful bidder refuses, withdraws or neglects to execute the Contract within the time frame specified by NABARD, Gujarat Regional Office, Ahmedabad, EMD shall be forfeited.
31. The bidder should have an office in **Ahmedabad / Gandhinagar Gujarat.**
32. 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.
33. 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.
34. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
35. The firms which do not fulfil the requirements (terms and conditions) shall not be considered for selection and award of work.

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

37. The National Bank for Agriculture and Rural Development (NABARD) does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing.

38. The address of the premises where the work is to be carried out are:

SI No	Details	Address
1	NABARD Tower (Office Building)	NABARD, Gujarat Regional Office, Opp. Municipal Garden, Usmanpura, Ahmedabad - 380013
2	NABARD Vihar (Officer's Quarters)	NABARD Vihar, St Xavier College Corner Road, Ellisbridge, Navrangpura, Ahmedabad 380006

39. Quoted Service Charges should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.

40. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per relevant Act, Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.

41. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats given for respective work and should submit all these with the bill.

42. Separate orders will be issued by NABARD in respect of additional works such as water tank cleaning etc., (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.

43. TDS, GST-TDS, Income Tax, and Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.

44. 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 or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees 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 in the event of any damage to person 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 workforce.

45. 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.
46. The contractor shall deploy such minimum number of qualified & experienced staff as indicated in Annexure F of this tender and also to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.
47. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
48. The contractor shall pay the personnel deployed in NABARD, 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 in NABARD. Tenders/bids not complying with the minimum wages payment will be rejected.
49. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled 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 or any other act related thereto.
50. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Central Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly **credited to the bank account** of the individual staff employed within the time schedule of Labour laws and pay slips for respective payments are duly issued regularly. NABARD may ask for past pay slips and payment records to be submitted along with the monthly bill.
51. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
52. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

53. The manpower deployed by the contractor should be in neat uniform, 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. No additional payment shall be made if contractor keep 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.
54. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
55. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
56. The Contractor or his authorized representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
57. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
58. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
59. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself 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.
60. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
61. 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.
62. The work should be carried out with least inconvenience to the staff members of NABARD. 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, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
63. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.



64. The Contractor shall provide documentary proof of police verification for each and every personnel deployed with NABARD and replacement, if any, shall also be brought into effect.

65. The contractors shall abide by all relevant statutory requirement pertaining to the contract.

**66.EXIT:**

a) First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 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, any day after the expiry of the said notice period.

b) **The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.**

67. The contractor shall arrange to provide smart mobile phone to the personnel deployed at NABARD premises at his own cost.

68. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

69. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

70. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.

71. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.

**72. Contractor shall be required to furnish NABARD, as and when required, the following:**

(i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.

(ii) Registration certificate copies.

(iii) Wage Book, Muster Book, ESI and EPF Contribution proof pertaining to staffs engaged under this contract.

(iv) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.

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

74. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.

75. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.
76. The tender is neither an agreement nor an offer and is only an invitation by the NABARD to the interested parties for submission of their bids/ offers.
77. The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
78. The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.
79. NABARD makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
80. The contract shall be valid up to 30 April 2026. NABARD also reserves the right/option to extend the validity of this contract at the same rates for a period of 01 year and on the same terms and conditions, with consent from the vendor.
81. Forfeiture clause: In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice by NABARD and the security deposit shall be forfeited.
82. Award of Contract to Successful Bidder : The Bidder quoting the least monthly service charge shall be awarded the contract after ascertaining whether all other criteria are met. Bids quoted with service charges less than 3.85% or more than 7.00% would be treated as un-responsive and invalid, which are liable for rejection. In case of multiple L1 arises, the L1 shall be finalized as per GeM procedure through system Logic.

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

**SIGNATURE AND SEAL OF BIDDER:**

**DATE:**

**PLACE:**

**ADDRESS:**

## ANNEXURE - A

### **GENERAL TERMS AND CONDITIONS**

#### **Maintenance Contract for Plumbing and Carpentry Works at NABARD Tower (Office Premises) at Usmanpura, Ahmedabad 380013 & NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026**

1. The contractor shall make his own arrangement for all types of tools, implements, ladder, Jhulla etc. for executing the plumbing and carpentry works.
2. For the storage of various materials required for the above work, the contractor shall arrange for his own lockable cupboard. He shall be given a space for keeping his cupboard if required.
3. In the case of works other than maintenance, not included in the schedule of quantities the contractor shall submit his quotations and obtain approval from NABARD before execution of work. In case of urgent nature of works, the contractor shall execute the work without waiting for written approval. In such cases he shall be given rates as under:
  - a) Rate of the materials as per his purchase voucher (the cash vouchers should be from authorized stockist). The overhead charges at up to 10% will be paid to the contractor bidder on submission of receipt/bill by the contractor for carrying out additional work/material supply as instructed by the bank which was not covered under the scope of work.
4. Rates should include removal of debris out of premises to the safe municipal limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the concerned officer, their bill will not be settled.
5. Materials used and the completed work 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 and / or in case of any discrepancy, the decision of NABARD will be final.
6. Payment will be made in the case of Comprehensive maintenance works based on bill submitted by the contractors and certified by the caretaker of concerned premises to the effect that the complaints recorded in the registers have been attended.
7. Separate work slips / work orders will be issued by the bank in respect of the items which are not covered under the comprehensive monthly charges. The contractors may raise the bills for the same within a month's period after completion of the work. The bank will be at its liberty to reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
8. Any discrepancy in settlement of bills may be brought to the notice of the bank within a period of one month after the settlement of the bills. The bank will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
9. Income Tax-TDS, GST-TDS and other taxes as applicable will be deducted from total payment due to the Contractors.

10. The working hours to be observed by the contractors shall generally be as indicated in Annexure F. However, in the case of emergency, work will have to be continued till the same is completed and for which no extra charges will be paid.

11. No overtime allowance or any compensation of any other kind shall be payable by NABARD to any person including supervisor employed by the Contractor for duties at the said premises.

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

13. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any lapse of the vendor, if any, in complying with the provisions of any Labour Regulations, if applicable. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.

14. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

15. The Contractor or his authorized representative should visit the site frequently as required by NABARD and meet NABARD's officer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.

16. Any act of indiscipline / negligence / misconduct / theft / pilferage on the part of any workers 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 claim damages or levy fine and / or terminate the Contract forthwith, if necessary.

17. In case of any default or failure on Contractor's part to comply with all / any one of the Terms and Conditions, NABARD reserves to itself 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.

18. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

19. 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.

20. The work should be carried out with least 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.

21. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The Contractor shall assist NABARD fully in respect

of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.

22. The Contract can be terminated by NABARD on one month's notice if services are found to be unsatisfactory.

23. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any Tools or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, Tools etc. at his cost during the execution of any work and remove them as soon as the work is completed.

24. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

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

26. The Contractor shall maintain a register for the material issued and used at various site. The Contractor shall also produce weekly record of balance material in stock. The same shall be verified by the Bank's representative. Any shortages in or damage to the material will be contractor's responsibility and cost thereof will be recovered from the Contractor's bill. The Contractor's bill shall not be paid till he submits the record of material.

27. The contractor shall ensure that the regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Government from time to time and make available for inspection of the Bank the relevant records. However, rate quoted by the Contractor shall be firm and remain valid till the expiry of the contract period.

28. The contractor shall maintain a complaint register for each building and attend to the complaints registered, immediately. For the purpose of convenience the register may be kept in the custody of the security guards posted at the premises.

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

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

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

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

33. **Necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, mobil, M-seal, rubber for stopper, rubber buffer**

**etc. as well as item/work costing individually up to Rs.50/-will be in the scope of the contractor. The contractor shall quote service charges accordingly.**

**34.** Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within 1-3 days, failing which penalty as per Bank's decision shall be levied.

**35. INSURANCE**

- a) Contractor shall take adequate insurance cover against injury and death, disability of his employee (including casual employees deputed at workplace), and contractor shall indemnify NABARD and hold the NABARD harmless in respect of all and any expenses arising from any such injury and / or damages in respect of Workmen's Compensation and Risk of Accidents to contractor's own employees.
- b) The aforesaid insurance policy / policies shall not be cancelled till NABARD has agreed to their cancellation.
- c) The Contractor shall prove to NABARD from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period. Above instructions on insurance coverage will also be applicable to the sub-contractor, if any, of the contractor.

**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.

Place :

Date :

Address :

(Signature and Seal of the Bidder)

## ANNEXURE - B

### **ADDITIONAL CONDITIONS OF CONTRACT**

1. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
2. 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.
3. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
4. 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.
5. The minimum nos. of labour and their duty hours and details of working days are mentioned in Annexure F. The same should be strictly followed.
6. **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.**
7. **Penalty clause:**

a. The resolution time of complaint will be maximum 03 Days including holidays. The contractor shall ensure resolution within proposed period, failing which the penalty will be deducted as follows:

<b>Nature of work</b>	<b>Time of completion</b>	<b>Penalty for delay</b>
Items indicated in scope of works based on their periodicity	03 days including public holidays.	Rs. 500 per day per pending work

b. In case of absence of workers (minimum specified in the BOQ), the proportionate amount for the days of absence days will be deducted. **Payment will made as per the numbers days of present and service charge of the contractor will also be deducted proportionately.**

8. **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.
9. In case of emergency work, no extra payment for working in odd hour will be made.
10. 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.

11. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
12. Change of staff without prior permission of Bank is not permissible. In case of change of staff, the original copy of the new plumber's license will be produced before the Bank's official for verification.
13. Liasoning with Municipal Corporation will be done by the contractor as and when required. The contractor should be competent to issue test report/other certificates required by these Organizations.
14. Any misguidance or dishonesty to the Bank such as in respect of highly inflated measurements of works, use of sub-standard material, charging the occupants for carrying out maintenance work in flats etc. will be viewed seriously and if required appropriate penalty for the above may be imposed by the Bank.
15. In case of major failure, the contractor shall provide the required number of plumbers, carpenter or gardener, helpers and supervisors to rectify the fault immediately after receipt of complaint.
16. The Contractor shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the Officer of the Bank. Daily attendance of workers as indicated in the scope and in enclosed annexure shall be maintained by the Contractor with the authorised Bank's Officer which shall be verified at the time of scrutiny of bills for payment.
17. The Contractor shall abide by the requirements of the bank from time to time and shall strictly follow the obligation required by the Bank.
18. The Contractor shall be deemed to have satisfied himself as to the nature of the site, local facilities, access and all matters and things in any way affecting the execution and completion of the Contract. No claims for extra charges shall be entertained in this behalf for any reason whatsoever.
19. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of Bank.
20. Notwithstanding anything contained therein the labour, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against the bank. NABARD shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
21. **Payment of Bills:** The contractor shall produce his bills, addressed to the Chief General Manager, NABARD, Gujarat Regional Office, Ahmedabad. The bill shall be paid by the bank after it has been verified by the bank's Caretaker / Technical Officer and found to be in order. Payment will be made strictly as per the attendance of workers.
  - a) The contractor shall submit separate bills for material and manpower supply. Payment will be made on **reimbursement basis** in both the cases.
  - b) The bill for manpower supply shall be monthly and shall include: Attendance of workers certified by CT/ACT, Proof of payment made to the workers (copies of bank statement to be furnished), Proof of payment to ESI, Employers contribution made to EPF.



22. In case of strike resorted to by the employees of the contractors, the Bank reserves the right to employ other contractor's workers, without any notice for carrying out the maintenance work. In such cases, either the actual cost of such labour on whole day basis shall be deducted from the Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges.
23. **Performance & Supervision:** To maintain the high standard of performance of installation and for taking day to day instructions, Contractor's representative must visit the Department of Premises, Security and Procurement at least once a week. This clause does not preclude instructions being given by the Bank in between the period.
24. The Contractor shall ensure carrying out all precautionary measures as indicated in Annexure-E.

**Declaration by the Contractor**

We / I have read and understood the Scope of Work and Additional terms and conditions for the said contract 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/Bidder)

Name and Seal

## ANNEXURE – C

### **SCOPE OF WORK**

#### **Maintenance Contract for Plumbing Works at NABARD Tower (Office Premises) at Usmanpura, Ahmedabad 380013 & NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026**

The rates quoted for Maintenance shall include the following (Internal and External areas in the Premises):

1. Attending to all the complaints recorded in complaint register/received in writing relating to Civil, Water Supply and Sanitary Systems & Plumbing works and allied works and rectifying the defects wherever necessary including cost of minor materials (like adhesives, screws, nails, nut & bolt, washer, brackets, clips, grease, mobil, M-seal, rubber washer, wooden plugs, nails, screws, brackets, clamps etc.) as well as item/work costing individually **up to Rs. 50/-** replaced in the Office premises & Staff/Officer Quarters. All the old/unusable/scrap material (which will be created during repair/maintenance work) will be stacked by the contractor as advised by Caretaker.
2. Re-plastering of walls, ceilings, floors with suitable cement mortar to the required thickness including removal of old plaster upto 0.1 sqm at any one location related to maintenance works in the premises. For plastering more than 0.1 sqm, extra payment will be made. So, the contractor will engage the mason as and when required for plastering and other works.
3. Rectifying the defects and refitting the existing bib cocks, stop cocks, sink cocks, pillar cocks, valves etc. including cost of minor materials replaced.
4. 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 including cost of minor materials replaced.
5. Rectifying defects and refixing existing water supply inlet and outlet connections, waste coupling, brackets, etc. of the wash basins including cost of minor materials replaced.
6. Rectifying defects and refitting the existing shower roses and anodized aluminium towel rods with brackets similar to existing ones, of required sizes and materials in bathrooms including cost of minor materials replaced.
7. Services provided shall include removal of blockages from drainage lines/water supply lines, gulley traps, nahani traps, manhole, kitchen sinks, wash basins, urinals and wcs – **Daily Basis.**
8. Rectifying defects in disturbed MS/GI/CI clamps, wooden plugs, brackets etc. of existing PVC/AC/GI pipelines and specials including cost of minor materials replaced.
9. Making holes in stone/brick masonry and RCC wall of any size, roofs, chajjas etc. to facilitate plumbing works etc. and making good the same wherever necessary.
10. Filling the joints of traps (with M-seal etc.) and cracks/joints/holes of walls, ceilings, kitchen sink/platform, wash basin, bathrooms, toilets, side of the door frames, sills etc. with suitable sealant, adhesives, cement etc. and pointing of tiles.
11. Refitting the disturbed/fallen tiles in floors, walls, with suitable adhesive including

cost of minor materials replaced.

12. Breaking any old floor, coba, PCC work, RCC work, brick work etc. wherever necessary, related to maintenance works.

13. Cleaning of drinking water/pipelines, OH and UG water tanks, 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 change, will be paid extra.

14. Thoroughly Cleaning of manholes, gully traps, gutters etc. and sewer lines & storm lines and removing the silts, mud chokes in the lines below/above ground level for smooth functioning of sewerage/storm pipe /drain system inside the colony, once in a year ( before monsoon) and disposing immediately the silts, mud, debris etc. to Municipal Corporation/Other relevant authorities dumping ground without causing nuisance to anybody for which extra payment will be made (for dumping) i.e. for once in a year only and to be done with all necessary chemicals, tools & machineries like suction pumps etc. complete as directed as well as laisioning with Municipal Corporation/Other relevant authorities. The pipes/drains shall be cleaned upto the main drain/manhole of Municipal Corporation/Other relevant authorities which may be outside the colony and the same may be done as per Municipal Corporation /Other relevant authorities rules/regulations and for the required length to ensure proper flow of storm water/ sewage water. The cleaning or removal of choking in storm drains/sewer lines have also be done as and when required in addition to the cleaning referred to above and its cost may be included in monthly maintenance charges with all necessary chemicals, tools & machineries like suction pumps etc. complete as directed as well as laisioning with Municipal Corporation and nothing extra will be paid in this regard for maintenance of the same.

15. Disconnecting and reconnecting plumbing connection in case of water heaters/geyser, electrical gadgets, wherever such electrical items are required to be replaced/ repaired.

16. Arresting leakage through window sills, etc. and arresting leakage in sanitary and water lines with sealant/caulking materials.

11. Eradicating weeds, shrubs, etc. and removal of plant growth in external and common areas of buildings and on/along plumbing lines periodically by pouring acid/saturated ammonium solution periodically. For external work which involves working at height more than 06 meters 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 Site supervisor/ACT.

17. Painting/white washing/colour washing of patches, related to the rectification/replacement works with matching coats.

20. Cutting, threading of GI/MS pipes of any sizes and jointing (including welding) and applying paint, wherever rectification/replacements are carried out.

21. 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 GI specials, couplings, washers, stems, cowl etc. replaced and setting right dislocated pipelines in proper position/condition and arresting leakage.

22. De-watering any spaces related to maintenance works and upkeep of Office premises & Staff/Officer Quarters as necessary and making necessary arrangement in Office premises for keeping portable dewatering pump.

23. Maintenance works and minor repairs like crack filling, patch plaster of

broken/damaged portion, etc. to open gutters/drains, platforms, pathways, courts, fencing and compound wall.

24. Earth work related to the maintenance/replacement works.

25. Minor PCC work, brick work, stone masonry work, plaster etc. in patches related to maintenance/replacement works for an area upto 0.1 sqm. For area above than 0.1 sqm, extra payment will be made.

**26. Charges for scaffolding, centering, shuttering, Jhulla, curing will not be paid for any external works. It is to be included in Service charges of the contractor. In this regard, Contractor shall quote service charge accordingly.**

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 actual site measurements or as approved by NABARD”.

## SCOPE OF WORK

### **Maintenance Contract for Carpentry Works at NABARD Tower (Office Premises) at Usmanpura, Ahmedabad 380013 & NABARD Vihar (Officer's Quarters) At Navrangpura, Ahmedabad 380006 for the period 01 May 2024 to 30 April 2026**

The following works are to be done under the Maintenance Contract for the captioned work by deploying experienced Carpenters:

1. Attending to all the complaints mentioned in complaint Register/received in writing relating to carpentry and allied works and rectifying the defects wherever necessary including cost of minor materials (with necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, mobil, M-seal, rubber for stopper, rubber buffer etc. as well as items/works **costing individually upto Rs. 50/-** replaced in the Office premises & Officer Quarters. All the old/unusable/scrap material (which will be created during repair/maintenance work) will belong to contractor and the contractor may give rebate for these scrap materials in the monthly AMC charges as well as ensure removal of same after settlement of its material bill/extra items bill, in case the bill is raised.
2. Repairing and polishing wooden paneled/glazed/louvered, flush windows, doors, ventilators, cabinets, shelves, cupboards, pelmets and other wooden members, etc. by cutting and removing the worn out portions, replacing with suitable II class teak wood sections for frames, styles and rails, attending to necessary repairs and adjustments for easy operation of shutters similar to the existing one for filling up the holes, if any, in the frames. Replacement of wood, veneer, laminates, door closer and glass will be paid extra. No payment will be made for nails, screws, adhesives etc.
3. Repairing Chairs, tables, aluminum windows, doors, ventilators, false ceiling, cutting and removing the damaged sections, replacing with suitable aluminium sections for frames, styles and rails, gaskets, attending to necessary repairs and adjustments for easy operation of shutters similar to the existing one for filling up the holes, if any, in the walls, Replacement of aluminium section, laminates, door closer and glass will be paid extra. No payment will be made for nails, screws, adhesives, rubber gasket etc.
4. Repairing MS doors, gates, collapsible doors by cutting and removing the damaged portions, replacing with suitable MS sections for frames, shutters, attending to necessary repairs and adjustments for easy operation of shutters similar to the existing one for filling up the holes, if any, in the frames. Replacement of MS sections, members and glass will be paid extra as well as for arrangement of welding machines & welder. No payment will be made for nails, screws, adhesives etc.
5. Replacement of aluminum/MS/CI/Brass hinges, ball/Magnetic catches, chapras, stays, cupboard, knobs, hooks, eyes, clamps; spring handles for aluminum windows/doors; bearings for lofts and cabinets, handles, door locks, door stoppers, knobs (wood/acrylic), cupboard locks, tower bolts, aldrops, holdfosts, clamps, door latches, window panes/louvered glass etc.
6. Teak wood/aluminum beading for fixing glass panes on doors/windows/partitions including adhesives/painting/polishing.
7. Repairing of wooden/aluminum/steel frames of doors /windows/ ventilators/ lofts/ racks/cabinets (with priming/painting) of any dimension including replacing the glass as per existing situation.
8. Repairing of wooden/ aluminum shutters (glazed/ paneled) for doors/ windows/ lofts/cabinets/ventilators/boxes of any dimension including priming/painting/polishing and replacement of wooden/aluminum pieces, grinding of glass, pasting of laminates and

veneers.

9. Making holes in stone/brick masonry and RCC wall of any size, roofs, chajjas, etc. to facilitate carpentry works and making good the same wherever necessary.

10. Replacing door sills, threshold of doors, with suitable material matching the existing one including cost of minor materials.

11. Rectifying and replacing peepholes, safety chains, hooks, hinges, aldrops, tower bolts, knobs handles, door stoppers, hold fasts, bearing, clamps, picture hooks, nails, screws, nylon rope and brackets for cloth drying arrangement etc. , with suitable material like the existing one. For a completely new work or old item replacement costing more than Rs. 50/- each, extra payment will be made.

Charges for scaffolding, centering, shuttering, Jhulla, curing will not be paid for any external works. It is to be included in Service charges of the contractor. In this regard, Contractor shall quote service charge accordingly.

12. 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.

## ANNEXURE-D

### SPECIAL INSTRUCTIONS

1. The deployment of manpower is as per **Annexure F** which may be flexible and could be changed depending upon the work and decision of NABARD will be binding on the contractor.

**2. The rate quoted by the contractor for the Plumbing and Carpentry work will include the cost of manpower and cost of tools / tackles, etc. and the consumables up to Rs.50/-.**

3. All contractor staff deployed in NABARD for the said works 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 behavior 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 the contractor's workers in any manner whatsoever. The behavior 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. Payment for additional works and replacement/repair works not included in monthly maintenance charges shall be paid on the basis of current Rate Contract/Schedule of Rates (SR)/Market Rates as adopted by the Bank for Plumbing and Carpentry works plus taxes or as approved by NABARD.**

**8. Payment for the additional/payable items, not covered as above, will be made as per Rate Analysis based on the market prices supported by documentary proof with a maximum of 10% towards contractor's overhead profit plus applicable taxes, etc. as applicable or from the quoted rates of lowest tenderer who has executed similar work recently. The final rates (inclusive contractor's profit) of the items will be finalized by NABARD.**

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

12. The minimum nos. of labour and their duty hours and details of working days are mentioned in the respective Schedule of Quantities. (Annexure F)

13. The responsibility of engaging sufficient skilled/semiskilled/unskilled works like plumbers, helpers, etc. lies with the Contractor for maintenance works, subject to minimum of labour mentioned in the Schedule of Works in view of timely attention and completion of the routine works within the given time frame.

14. Failure of staff to report for duty: 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 contractor's cost and recovered from his bill.

**15. Payments**

a. Original Bill along with duplicate (Delivery challan for material) shall be submitted in the

1st week of every month for the work carried out during the previous month.

b. The contract shall be valid for **2 years** as indicated in the work order. The bank also reserves the right / option to extend the validity of this contract for a further period not exceeding 2 (Two) years (one year at a time) at the same rates and on the same terms and conditions.

c. Forfeiture clause: In case of negligence / dereliction of duty by contractor's staff the above contractor shall be terminated without giving any notice and the security deposit shall be forfeited.

**16. Contractor shall extend necessary help to other Contractors engaged by Bank under separate contract who are allowed to use permanent installations like plug power / lights for their respective work, if any.**

**17. The contractor has to attend emergency complaints/other breakdowns as and when required during the contract period to ensure smooth functioning and availability of requisite services and no extra charges for technical consultancy, labour, Tools & Plants etc. shall be paid for the same.**

18. The contractor will have to make his own arrangements for transporting the materials to the place of work including the formalities with the Government authorities, if any. Rates quoted by the tenderer should provide for such requirements.

**19. Technical Inspection**

All works executed or repairs carried out must be technically sound and acceptable to the bank. These works shall be inspected by the Bank's engineer before releasing any payments. The contractor should carry out the servicing and repair job to the satisfaction of the Bank's Engineer.

20. All works shall be carried out under the guidance of Bank's Engineer, Security Officer & CT/ACT in charge.

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

15. In case the Contractor is asked to remove the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.

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

**Declaration by the Contractor**

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

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



Place:

Date:

Address:

(Signature of the Tenderer)

Name and Seal

## ANNEXURE - E

### **Safety - Precautions**

As a part of the Contract, the Contractor must satisfy the under mentioned safety requirements and must ensure at all times that these are followed without any deviations:

1. Smoking is prohibited at the workplace.
2. Any hot job (welding, soldering etc.) however small it may be or any job which involves upon flame or using a hot source or temporary electrical connections shall not be done without prior permission from the Bank's Technical Officer. No jobs involving heating are permitted to be carried out after office hours, holidays and Sundays without prior permission.
3. It is entirely the responsibility of the Contractor to see that safety appliances such as safety belts, lift lines, helmets, rubber gloves, etc. depending on the job are made available to his staff at Contractor's cost. A first aid box should be maintained by the contractor at the premises for his workers. If the contractor needs any suggestion on the matter, he can approach the Bank but any lapse on safety will be viewed seriously.
4. The Contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguisher.
4. The Contractor shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.
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. The bank shall not carry any responsibility in case of any accident to his worker in the premise due to negligence of his workers or lack of safety provided to them by and the Contractor.

### **Declaration by the Contractor**

We / I have read and understood the Safety code for the Plumbing and Carpentry AMC works in the entire Office premises and Officer's Quarters 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 – F

### **Requirements of Manpower**

Present requirement and duty hours of staffs for our Office Premises and Staff Quarters is indicated below:

<b>Sr. No.</b>	<b>Description</b>	<b>Number of Staff</b>
1	Total No. of Plumber (Skilled)	01
2	Total No. of Carpenter (Skilled)	01

### **Total Manpower**

(a) Skilled : 02

### **ii) Duty Hours tentative**

<b>Location</b>	<b>No. of Staff to be deployed</b>	<b>Duty Hours</b>	<b>No. of Days in month</b>
NABARD Gujarat Regional Office and NABARD Vihar Residential Quarters	01 Plumber (Will visit NABARD Office Premises and Residential Quarters on Daily basis)	10:00-18:00 Hrs	26
NABARD Gujarat Regional Office and NABARD Vihar Residential Quarters	01 Carpenter (Will visit NABARD Office Premises and Residential Quarters on Daily basis)	10:00-18:00 Hrs	26

**Note:** All the deputed contract staffs (Plumber and Carpenter) should have their own conveyance arrangement to shuttle between the 02 sites of the bank. No additional payment will be made towards their transportation charges. The contractor shall quote service charges accordingly. NABARD will have discretion for deployment of manpower at NABARD Vihar or NABARD Tower as per requirement of work. In case of emergency work, all the contract staffs should be in a position to visit immediately to any of the above given 02 sites over a telephone call. Details of site are

**(a)** NABARD Gujarat Regional office, Usmanpura Ahmedabad 380013

**(b)** NABARD Vihar, Navrangpura, Ahmedabad 380006

**Option Clause:** The tender rates shall be fixed and applicable for any **increase up to 100%** in the tendered quantities. The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro- rata

basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items.

The Bank shall not entertain any claim whatsoever from the contractor on this account.

**ARTICLES OF AGREEMENT**  
(On Non-judicial stamp paper of ₹300/-)

**AGREEMENT FOR MAINTENANCE CONTRACT**

THIS AGREEMENT is made at Ahmedabad on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

**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 Gujarat Regional Office at NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013, hereinafter referred to as “NABARD” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the ONE PART

**AND**

M/s. ...., a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at .....hereinafter referred to as the ‘Contractor’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the OTHER PART.

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

**WHEREAS**

(1) NABARD, being desirous of outsourcing the works relating to Maintenance contract for **Plumbing and Carpentry Works of its premises at NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013 and at NABARD Vihar, St Xavier College Corner road, Ellisbridge, Navrangpura, Ahmedabad 380006** (hereinafter collectively referred to as “the said Premises”) for the period 01.05.2024 to 30.04.2026, had, vide its letter No. ....dated ....., issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith and to be read as part and parcel of this Agreement.

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

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

1. The contract shall commence from 01.05.2024 and shall continue till 30.04.2026 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs..... Lakh for the said period** to the Contractor 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 30.04.2026 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document. The contractor will implement and operationalize web based / app based complaint registration system if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 30 April 2026 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.

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

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

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

i) List of individuals deployed ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc. iii) Certification of verification of antecedents of persons by local Police authority. iv) Identity Cards bearing photograph.

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

NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

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

8. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

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

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

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

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

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

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

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

16. The Contractor shall provide suitable uniforms consisting of tools, 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 Contractor shall also provide all safety items such as gloves, masks, etc.

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

18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy) 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.

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

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

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

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officials of Gujarat RO, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the



various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.

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

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

27. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.

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

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

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

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

32. The Contractor will have to deposit a security amount of Rs.....(Rupees.....) via NEFT/RTGS for NABARD Plumbing and Carpentry Works in the account details provided in the tender, covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

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

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

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

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

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

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

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

#### **40. Resolution of disputes**

- a) This Agreement shall be governed by and construed in accordance with the laws of India.
- b) Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.

- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or difference shall be referred for arbitration by sole arbitrator, mutually agreed upon by the parties, in accordance with the Arbitration and Conciliation Act, 1996.
- d) The venue of the arbitration shall be at Ahmedabad.
- e) The language of arbitration shall be English.
- f) Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

41. 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.

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

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

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

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

Signed, sealed and delivered

Signed, sealed and delivered

By Shri \_\_\_\_\_  
DGM/ GM  
For & on behalf of NABARD

by Shri \_\_\_\_\_  
the duly authorized signatory for & on  
behalf of the Contractor

In the presence of  
1.....  
2.....

In the presence of  
1.....  
2.....

**Annexure H**

**INDEMNITY BOND**

(On Rs. 300/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of  
M/s .....do hereby execute  
Indemnity Bond in favour of National Bank for Agriculture and Rural Development  
(NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex,  
Bandra (E) Mumbai-400051 and Regional Office at NABARD Tower, Opp. Municipal  
Garden, Usmanpura, Ahmedabad 380013 and  
M/s..... having their office at  
..... on this ..... day of 2023.

WHEREAS NABARD have appointed M/s.....as the Contractor for  
their proposed work relating to "Maintenance Contract for Plumbing and Carpentry Works at  
NABARD Gujarat Regional Office, Ahmedabad and NABARD Vihar, Ahmedabad".

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s.....hereby do Indemnify, and same harmless NABARD  
against and from

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

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

.....day of..... 2024.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1) .....

(2) .....

Signature of the authorized signatory of the contractor/ Tenderer

**DECLARATION**

To

The Chief General Manager  
NABARD  
Gujarat Regional Office  
Ahmedabad

Sir,

1. I / We hereby declare that I/We have read and understood the General Instructions, General Conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1976 and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We hereby confirm that the bid shall remain in force and valid for acceptance for a period of not less than 90 (Ninety) days from the date of opening of the tender.
5. I/We have not been blacklisted by any central/state Government organization or PSU, for whatsoever reason.

Date :

Place :

Name of the firm/Agency\_\_\_\_\_

Seal & Signature of the Bidder

**Note:** Tenderers should note that any additions, deviations, clarifications, etc. which they would like to bring to the attention should invariably be put in a separate sealed covering letter. They should also make sure that only relevant entries asked for should be made within the tender documents. Entries other than the relevant entry shall make the tender invalid.

**ANNEXURE - J**

**Price Bid**

<b>Part-A</b>	<b>Category</b>		<b>Skilled</b>		
<b>S.N</b>	<b>Description</b>	<b>Basis (Minimum wages of Central or State Govt., whichever is higher)</b>	<b>No. of workers</b>	<b>Wages per month (₹)</b>	<b>Total Wages per year (₹)</b>
<b>1</b>	Total of Basic + VDA for a month (26 X minimum wages per day)	<i>Per day:</i> 915/-	01	23,790	2,85,480.00
<b>2</b>	EPF (The contributions are payable on maximum wage ceiling of Rs.15000/-)	13.00%	01	1,950.00	23,400.00
<b>3</b>	ESI (The contributions are payable only for wage up to Rs.21000/- per month)	3.25%	01	<b>0.00</b>	-
<b>4</b>	Total	S.No. 1 to 3	01	25,740	3,08,880.00
<b>5</b>	<b>Total wages for 02 Skilled Worker (A)</b>		<b>02</b>	<b>51,480</b>	<b>6,17,760.00</b>
	<b>Service Charge B (As a percent of A)</b>			_____ %	
	<b>Sub-total C(A+B)</b>				
	<b>D = GST @18% on (C)</b>				
	<b>Grand Total in Rs. E (C+D)</b>				
<b>Grand Total in Words</b> _____					
_____					

**Note -**

- I. Tenderers are advised to sign and stamp each and every page of the Price Bid without fail.
- II. 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.
- III. Quoted rate for Service Charges (applicable on Minimum Wages only) should be workable, reasonable and should include incidental and all overheads and profits.
- IV. **Bids quoted with administrative/ service charges less than 3.85% or equal to the applicable TDS (IT-TDS and/or GST- TDS) would be treated as unresponsive and invalid, which are liable for rejection.**
- V. Rates should include all Taxes, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period (01 May 2024 to 30 April 2026). No increase in rates will be allowed during the entire Contract Period on this account.
- VI. The rates will be considered for revision only in case of (i) revision of statutory taxes, (ii) Changes in Minimum Wages (as notified by the competent authority), as applicable. However, charges for Water Tank cleaning shall remain firm during the validity of the entire contract period and extended period, if any.
- VII. Service Charges quoted shall have two decimal points only, beyond which the digits shall be ignored.
- VIII. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc.
- IX. Tenderers are advised to quote **Service charges in % rate.**
- X. Quoted rate for Service Charges 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. Statutory deductions such as TDS on IT and GST shall be made as per the rules.
- XI. The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI to the appropriate agency for those workers deployed by the Selected Bidder to execute the contract work in NABARD, must be provided by the selected bidder to NABARD every month along with the claim bill, failing which the claim bill shall not be settled.
- XII. Wages indicated above are as per the Central Government minimum wages and are only indicative. The minimum wages quoted by the bidder must cover Central Government wage as indicated by Central Labor Commission or State Government of Gujarat, whichever is higher.
- XIII. VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

**Place:**

**Date:**