

नाबार्ड मध्यप्रदेश क्षेत्रीय कार्यालय परिसर में 01 September 2024 से 31 August 2026 तक दो वर्ष की अवधि के लिए इलैक्ट्रिक सब स्टेशन, इलैक्ट्रिकल इन्स्टालेशनस और वॉटर पंप ऑपरेशन अनुबंध के लिए निविदा दस्तावेज

Tender Document for Annual Maintenance Contract for the work of Electric Sub-Station, Electrical Installations and Water Pump Operation in MP RO Premises, Bhopal for Two Years from 01 September 2024 to 31 August 2026.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

परिसर, सुरक्षा और अधिप्राप्ति विभाग (डीपीएसपी), मध्य प्रदेश क्षेत्रीय कार्यालय,
ई -5 अरेरा कालोनी, रविशंकर नगर, भोपाल -462016
ई-मेल – dpsp.bhopal@nabard.org, Telephone: 0755- 2433315

National Bank for Agriculture & Rural Development

Department of Premises, Security and Procurement, Madhya Pradesh
Regional Office
E-5 Arera Colony, Ravishankar Nagar, Bhopal – 462016
E-mail – dpsp.bhopal@nabard.org, Telephone- 0755-2433315

निविदा जारी करने की तिथि Date of issue of tender	05 July 2024 at 17:00 hrs
बयाना राशि Earnest Money Deposit	Rs. 0.44 lakh (Rupees Forty Four Thousand only)
प्री-टेंडर मीटिंग Pre-tender Meeting	10 July 2024 at 15:00 hrs
ई-निविदा को जमा करने के लिए अंतिम तिथि और समय Last date and time for submission of e-tender	16 July 2024 15:00 hrs
तकनीकी बिड निविदा खोलने की तिथि और समय Date and time of opening of tender bids	Technical Bid : 16 July 2024 at 15:30 hrs PRICE BID : TO BE DECIDED LATER
ई - निविदा डालने का वेब साइट Website for submission of e-tender	https://gem.gov.in
ई – निविदा प्रक्रिया के लिए संपर्क व्यक्ति Contact person for e-tendering	Shailendra Padiyar Land line No. 0755 2433315 Mobile No : 8267067066

निविदा आमंत्रण सूचना

Notice Inviting Tender

राबैं.म प्र.क्षेका/ /डीपीएसपी- /इलैक्ट्रिक निविदा/एनबीवी/2024-25 Dated 05 July 2024

सभी बोलीकर्ता

महोदया / प्रिय महोदय,

नाबार्ड मध्यप्रदेश क्षेत्रीय कार्यालय परिसर में 01 September 2024 से 31 August 2026 तक दो वर्ष की अवधि के लिए इलैक्ट्रिक सब स्टेशन, इलैक्ट्रिकल इन्स्टालेशनस और वॉटर पंप ऑपरेशन अनुबंध के लिए के लिए करार हेतु निविदा आमंत्रण सूचना

1. **नाबार्ड मध्यप्रदेश क्षेत्रीय कार्यालय परिसर में 01 September 2024 से 31 August 2026 तक दो वर्ष की अवधि के लिए इलैक्ट्रिक सब स्टेशन, इलैक्ट्रिकल इन्स्टालेशनस और वॉटर पंप ऑपरेशन में दिनांक 01 September 2024 से 31 August 2026 तक दो वर्ष की अवधि के लिए प्रति वर्ष ₹ 10.80 लाख की अनुमानित लागत पर, नाबार्ड एक प्रतिष्ठित एजेंसी के साथ करार निष्पादित करना चाहता है। न्यूनतम मजदूरी और वैधानिक वेतन घटकों के अलावा, राशि दो साल तक समान रहेगी।**

2. अनुरोध है कि आप दोहरी बोली प्रणाली के अंतर्गत सरकारी ई- मार्केटप्लेस (जेईएम) में इस निविदा दस्तावेज़ में दिये 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 जेईएम पोर्टल से डाउनलोड किया जा सकता है।

3. **बोली-पूर्व बैठक** का आयोजन ...10 ... **July** 2024 को अपराह्न 16:00 बजे नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय, अरेरा कालोनी, भोपाल 462016 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

All Bidders

Madam/Dear Sir,

Notice Inviting Tender for Annual Maintenance Contract for the work of electric sub-station, electrical installations and water pump operation in MP RO Premises

1. NABARD intends to enter into contract with a reputed agency for **Annual Maintenance Contract for the work of electric sub-station, electrical installations and water pump operation in MP RO Premises** for a period of 24 months w.e.f from **01 September 2024 to 31 August 2026** at an estimated cost of **₹.10.80 lakh per annum.**

2. You are requested to submit your offer through **Government - e - Marketplace (www.GeM.gov.in)** 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 on **10 July 2024 at 16:00 hrs** at NABARD Madhya Pradesh Regional Office, E-5, Arera Colony, Bittan Market, Bhopal 462 016. The bidder should conduct a site survey and satisfy himself about the overall feasibility of the work/service. **Any clarifications being sought in the pre-bid**

संबंध में स्वयं संतुष्ट हो जाए। 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.bhopal@nabard.org) से हमें सूचित करें। बोली-पूर्व बैठक में दिए गए सभी स्पष्टीकरण निविदा का हिस्सा होंगे।

4. जीईम पोर्टल के माध्यम से प्रस्तुत निविदाएँ ही स्वीकार की जाएगी। निर्धारित तिथि के पश्चात प्राप्त निविदाओं अथवा फ़ैक्स/ ईमेल/डाक से प्राप्त निविदाओं को स्वीकार नहीं किया जाएगा और उन्हें नकार दिया जाएगा। साथ ही, जिनकी निविदा निर्धारित प्रक्रिया के अनुसार नहीं पाई जाती है, उन बोलिकर्ताओं की निविदाएँ नकार दी जाएगी।

5. निविदा की तकनीकी बोली (भाग -1) दिनांक **16 July 2024 को अपरान्ह 15:30 बजे** अथवा उसके बाद, नाबार्ड की सुविधा और जीईम के नियमों के अनुसार नाबार्ड, मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल 462016 में खोली जाएगी।

6. तकनीकी मूल्यांकन में अहर्ता- प्राप्त बोली-कर्ताओं की मूल्य बोली (भाग -II) अलग से खोली जाएगी, जिसकी तिथि जीईम पोर्टल के माध्यम से सूचित की जाएगी। इस निविदा दस्तावेज़ के नियमों और जीईम के नियमों में विवाद होने की स्थिति में, इस दस्तावेज़ को प्राथमिकता दी जाएगी।

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

8. बयाना राशि के रूप में ₹.00.44 लाख की राशि एनईफटी के माध्यम से निम्नलिखित खाते में जमा की जाए। बयाना राशि के बिना निविदा को नकार दिया जाएगा।

आदाता का नाम : NABARD

चालू खाता सं : NABADMN04

बैंक का नाम : NABARD, Mumbai

आईएफएससी : NBRD0000002

EMD

meeting should be submitted in writing at least 01 working day prior to the date of pre- bid meeting by email to dpsp.bhopal@nabard.org. All the clarifications of the pre-bid meeting will be part of tender.

4. **Tenders submitted through GeM portal only will be accepted.** Tender received late or received through fax/email/post will not be accepted and shall be rejected summarily. The tenders of the bidders whose tender is not in accordance with the prescribed manner shall also be rejected.

5. Technical Bid (Part- I) of Tender will be opened at NABARD Regional Office, E 5 Arera Colony, Bittan Market, Bhopal 462 016 **16 July at 15:30 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 as 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 work and the services required, selection of successful bidder etc have been elaborated in the general terms and conditions of the tender and other parts of the tender document.

8. An Earnest Money Deposit of ₹. 00.44 lakh should be remitted by NEFT into the account mentioned below. Tender without EMD shall be rejected.

Payee Name : NABARD

Current Account No : NABADMN04

Name of the Bank: NABARD, Mumbai

IFSC Code : NBRD0000002

EMD Exemption: The bidder seeking EMD exemption must submit valid supporting documents.

<p>9. यह बोली, बोली खोलने की तिथि से 03 महीने तक और जीईम के मानदंडों के अनुसार वैध और स्वीकार करने के लिए मान्य मानी जाएगी ।</p> <p>10. निविदा में विनिर्दिष्ट शर्तों और निबंधनों की सहमति के रूप में, प्रस्ताव के सभी दस्तावेज़ और निविदा के सभी पृष्ठों पर बोलीकर्ता हस्ताक्षर करें और अपनी मुहर लगाएँ ।</p> <p>11. नाबार्ड को यह अधिकार है की बगैर कारण बताए बोलीकरता/ बोलिकर्ताओं की किसी / सभी निविदाओं को आंशिक या पूर्ण रूप से स्वीकार करे या नकार दें।</p> <p>12. नाबार्ड के साथ सलग्न मानक प्रारूप के अनुसार संविदा पूर्व(सलग्न अनुलग्नक ज) सत्यनिष्ठा करार निष्पादित करने हेतु इच्छुक बोलीकरता ही निविदा में भाग लेने के लिए पात्र होंगे। मध्य प्रदेश के लिए समनुदेशित स्वतंत्र बाह्य अनुप्रवर्तक (आईईएम) श्री जगदीप कुमार घाई, पीटीए और एफई (सेवानिवृत्त), फ्लैट नंबर 1032 ए विंग, वनश्री सोसाइटी, सैक्टर 58 ए और बी, पाम बीच रोड, नेरुल, नवी मुंबई, 400706, ई-मेल jkghai@gmail.com, मोबाइल: 9869422244 हैं।</p> <p>13. बोलीकर्ताओं से अनुरोध है की बोली करने से पूर्व नाबार्ड मध्य प्रदेश क्षेत्रीय कार्यालय, भोपाल 462016 पर जाकर स्थान का दौरा करें।</p> <p>14. सफल बोलीकर्ता का अपना प्रस्ताव स्वीकार होने की तिथि से 15 दिन के भीतर सलग्न मानक प्रारूप में नाबार्ड के साथ एक करार निष्पादित करना होगा । ऐसा नहीं करने पर बोलीकर्ता की बयाना राशि जब्त कर ली जाएगी ।</p> <p>भवदीय,</p> <p>(सुरेश सी साहू) उप महाप्रबंधक</p>	<p>9. 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.</p> <p>10. All documents that comprise the offer and all pages of tender, should be signed and sealed by the bidder, as a token of acceptance to the terms and conditions specified in tender.</p> <p>11. 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.</p> <p>12. Only bidders who are willing to execute Pre Contract Integrity Pact (Enclosed in Annexure J) with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. The Independent External Monitor (IEM) assigned for Bhopal would be Shri Jagdeep Kumar Ghai, PTA & FE (Retd), Flat No 1032 A Wing, Vanashree Society, Sector 58 A & B, Palm Beach Road, Nerul, Navi Mumbai, 400706, email jkghai@gmail.com, Mob: 9869422244.</p> <p>13. The bidders are requested to visit the site at NABARD Madhya Pradesh Regional Office, Bhopal 462 016 before bidding.</p> <p>14. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.</p> <p>Yours faithfully,</p> <p>(Suresh C Sahoo) Deputy General Manager</p>
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**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
MADHYA PRADESH REGIONAL OFFICE, BHOPAL**

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FORM OF TENDER

(On the letter head of the bidder)

Contract for Annual Maintenance Contract for the work of electric sub-station, electrical installations and water pump operation in MP RO Premises at NABARD MPRO, E-5 Arera colony, Ravishankar Nagar, Bhopal 462016 for the period 01 September 2024 to 31 August 2026.

Place: Bhopal

Date: _____

The Chief General Manager
National Bank for Agriculture and Rural Development
E-5 Arera Colony, Bittan Market
Bhopal 462 016

Dear Sir,

Having examined the schedule of quantities relating to the service/s specified in the tender hereinafter set out and having visited and examined the site of service specified in the said tender and having acquired the requisite information relating thereto as affecting the quotation / tender, I/We hereby offer to execute the service/s specified in scope of work(Annexure C) at the rates mentioned in the attached schedule of quantities(Annexure F) 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.

Sr No	Description of work	Maintenance Contract for <u>Annual Maintenance Contract for the work of electric sub-station, electrical installations and water pump operation in MP RO Premises</u> at NABARD MPRO, E-5 Arera Colony, Ravishankar Nagar, Bhopal 462016 for the period of 24 months from the date of issue of contract
1	Contract Period	01 September 2024 to 31 August 2026
2	Estimated Amount	Rs21.60 lakh
3	Earnest Money Deposit / MSME Certificate (as applicable)	Rs.00.44 lakh
4	Payee Name	Payee Name : NABARD Current Account No : NABADMN04 Name of the Bank: NABARD, Mumbai IFSC Code : NBRD0000002

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

2. Our Bankers are:

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 paid interest-free Earnest Money Deposit (EMD) of Rs.2, 68,000/- by RTGS/NEFT to NABARD's Current Account No NABADMNo4, 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.

7. 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.

8. I / We agree to pay the worker/workers engaged as per the minimum wages declared by the authority under Contract Labour Rules Act 1970 from time to time and agree to pay the same with immediate effect.

9. 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 11 above and corresponding applicable tax.

Yours faithfully

(Seal & Signature of Contractor)

Date:

Place:

TECHNICAL BID (Part I)
PRE - QUALIFICATIONS CRITERIA:

TECHNICAL BID (Part I)
PRE - QUALIFICATIONS CRITERIA:

Offers are invited from bidders who fulfill following mandatory Pre-Qualification Criteria :

Failure of compliance in one or any of the mandatory criteria, the bid will be rejected summarily.

1. Bidder should have been in the business of Electrical Maintenance to Institutions of Central Government/State Governments/Public Sector Undertakings which may include training establishments of Banks, Central Govt / State Government Institutions or Educational Institutes of National importance for a minimum period of 5 years as on 31 Mar 2023.
2. It should have satisfactorily completed at least one single contract of value not less than Rs.17.00 Lakh during last three years ending 31 March 2023.
Or
It should have satisfactorily completed at least two contracts (costing individually) of value not less than Rs.11.00 Lakh during last three years ending 31 March 2023
Or
It should have satisfactorily completed at least three contracts (costing individually) of value not less than Rs.09.00 Lakh during last three years ending 31 March 2023.
(For this purpose cost of work shall mean gross value of the completed contract including taxes).
3. The annual turnover (for similar work) of the Bidder for each of the last three financial years ending on 31st March 2023 must be at least Rs.6.50 Lakh.
The organization should be a profit-making entity since last three financial years. A certificate from statutory auditor shall be submitted with the technical bid.
4. To ensure proven track record of the Bidder the following details to be furnished.
(a) List of similar type of contracts completed successfully in last 3 years supported by documentary evidence.(work order and satisfactory completion certificate)
(b) Client reports(as per format given in Annexure K duly signed by appropriate authority) must be enclosed along with technical bid.
5. The bidder should have their registered own office / branch office within the city/ Bhopal Municipal Corporation. It should be supported with a copy of Registration under Shops and Establishments Act .

6. The bidder should submit Pre-Contract Integrity Pact (Enclosed in Annexure J), duly notarised, on non-judicial stamp paper of value of Rs.500/-.
7. The bidder shall hold 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. It should be supported with a copy of valid license.
8. The bidder is required to deposit EMD* of Rs.0.44 lakh through online payment to the following account :

Account Name	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Name of Bank	NABARD
Name of Regional Office	Madhya Pradesh
Current Account No.	NABADMNO4
IFSC No.	NBRD0000002

* **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM with the bid.

9. A declaration to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax and that the bidder has not been blacklisted by any central/state Government organization or PSU, for whatsoever reason. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department than the works may be withdrawn, and EMD/ BID security shall be forfeited. There shall not be any case with the Police/Court/Regulatory authorities against the bidder. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. An undertaking in this regard has to be submitted by the vendor as per format mentioned in Annexure-I.
10. The bidder should be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952. It should be supported with a copy of registration certificate/relevant document.
11. The bidder should be registered under the relevant provisions of Employees State Insurance Act, 1948. It should be supported with a copy of registration certificate/relevant document.
12. The bidder should be registered with Income Tax Authority. It should be supported with a copy of Income Tax Registration Certificate/PAN Card.
13. The bidder should be registered with Goods & Services Tax (GST) Authority. It should be supported with a copy of GST Registration Certificate.

SECTION I**Basic information of the bidder****TECHNICAL BID****“Providing General Maintenance & Housekeeping Services at
NABARD Residential Colonies at Bhopal”****(On the letter head of the concern submitting the bid)****To****The Chief General Manager,
NABARD, Bhopal.**

Sl. No.	Particulars	
1.	Name of the Organisation	
2.	Complete address of the Registered Office	
3.	Phone No., Fax No. & Email id	
4.	Date of incorporation (enclose the copy of certificate of incorporation)	
5.	Permanent Account Number (enclose document)	
6.	Corporate Registration Number (enclose document)	
7.	GST REGISTRATION NO.	
8.	Name, designation and contact details of the contact person	
9.	Income Tax Returns for last three financial years ending 31.03.2023 (enclose documents)	
10	Annual turnover for past three years: • 2022-23 2021-22	Please refer to Point 3 of pre-qualification criteria.

	2020-21 (Copy of audited balanced sheets for above mentioned durations to be attached) (latest report 2023-2024 if available may be attached)	
11.	Whether the Organization is in the same business (similar work) for a minimum period of 5 years as on 31 st March 2023.	YES/NO
12.	If the answer to point 11 above is yes, please submit documents to substantiate.	
13.	Whether the Organization has satisfactorily completed different contract of value as indicated in point 2 of pre-qualification criteria during last three years ending 31 March 2023.	YES/NO
14.	If the answer to point 13 above is yes, please submit documents to substantiate	
15.	Whether organization has a Labour License under relevant Acts of the Madhya Pradesh. If yes attach a copy of the same	
16.	Whether organization has a Labour License under Contract Labour Regulation and Abolition) Act, 1970. If yes attach a copy of the same	
17.	Whether the organization has a valid ESIC Registration. If yes attach a copy of the same	
18.	Whether the organization has a valid EPFO Registration. If yes attach a copy of the same	
19.	Whether the organization has a valid GST Registration. If yes attach a copy of the same	

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge and belief. I/We understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

Name of the Organisation:_____

Name, Designation and Signature of the Authorized Signatory

Seal

Date

Place

GENERAL INSTRUCTION TO THE BIDDER

1. PREPARATION OF THE BID DOCUMENTS THROUGH e-TENDERING

Selection will involve following stages before issuance of the work order or award of contract.

- i) Upload of e-Tender on the Gem Portal www.gem.gov.in
- ii) Receipt of e-bids/e-tender
- iii) Attending to pre-bid meeting on stipulated date and time.
- iii) Opening of technical bids & evaluation of qualified agencies
- iv) Opening of financial bids
- v) Award of contract

2. The bidder who do not fulfil the MANDATORY pre-qualification criteria shall not be considered for selection in the technical evaluation and award of work.

- a. Tender shall be accompanied by a copy of the following documents
 - i. Proprietorship Firm/Partnership Firm/Company Registration Certificate (as applicable).
 - ii. Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm (as applicable)
 - iii. A copy of IT Returns for last three years (ending 31/03/2023).
 - iv. Particulars of Bank account details/ a copy of cancelled cheque
- b. Bidding firms/companies shall have current account in a scheduled commercial bank.
- c. Financial Bids of only those bidders will be opened who will satisfy the conditions of Technical Bids. Further, NABARD reserves the right to shortlist such vendors based on the feedback in the client reports (Refer para 4(b) of technical bid Part-I).
- d. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

- e. Before quoting, the Contractor must clearly understand that they have fully acquainted themselves with the scope of work, terms and conditions and other aspects of the contract indicated in the tender.
- f. Bidders will apply on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (as per Section I, II, III, NIT, Form of Tender , Technical bid, Basic information, General instructions and Annexure A to K), 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 prescribed in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.
- g. The PART–I (Technical Qualification Bid) of the tender shall be opened first on 14 June 2024 as per GeM procedure. Based on the Technical Qualification, 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.
1. Selection will be based on Grand Total quoted at the price bid by the bidder.
 2. In case of multiple L1 bidders, the final selection of bidder is done by GeM through system logic and as per GeM procedure.
 3. Tenders, which do not fulfil 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, will summarily be rejected.
 4. Tenders containing tenderer's own conditions shall summarily be rejected.
 5. The estimated cost of the tender is estimated at Rs.134 lakh for 24 months.
 6. 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. The EMD of Rs.2.68 lakh is required to be deposited through NEFT/RTGS to the following account:

ACCOUNT NAME	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
ACCOUNT NUMBER	NABADMN04
ACCOUNT TYPE	Current Account
IFS CODE	NBRD0000002
BANK NAME	NABARD
BANK BRANCH	HEAD OFFICE, MUMBAI

7. The EMD of the Contractor selected for award of the Maintenance Contract will retained by NABARD as Security Deposit till expiry of the Contract and will not carry any interest. The successful bidder has to deposit an amount @5% of the contract value as security deposit in such case the EMD amount already deposited will be adjusted.
8. The Security deposit 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.
9. If the successful bidder refuses, withdraws or neglects to execute the Contract within the time frame specified by NABARD, Madhya Pradesh Regional Office, Bhopal, EMD shall be forfeited.
10. Contractors are advised to visit the site to familiarize themselves with the details of the works and site conditions, etc., before quoting the rates
11. The rates may be quoted in the Price BID only and not elsewhere. Rate shall be written both in 'Figures and Words'.
12. The service 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.
13. The bidder shall quote their rates strictly adhering to the scope of work and general terms and conditions stipulated in the Tender Document.
14. Quoted Service rates 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.
15. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per relevant Act, and 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.
16. 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.
17. 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.

18. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers
19. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
20. The firms which do not fulfil the requirements shall not be considered for selection and award of work.
21. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
22. 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.
23. Monthly payment will be made based on invoices submitted by the contractor and certified by the Bank's Assistant Care Taker(ACT)/ Caretaker(CT) to the effect that the services are provided as per the contract agreement.
24. The Contractor has to get the work supervised by the ACT/CT after completion of the respective work on the formats given and shall submit the same along with the bill.
25. The works which hare not covered in this scope of AMC but are related to or incidental to the scope of work will have to be carried out by the contractor to the satisfaction of the bank. For such works separate orders will be issued by NABARD.
26. The bills for the above works 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 are liable for rejection and in such case no further representation will be entertained.
27. All Statutory taxes viz. 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.
28. The Agency should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy) for his employees at his cost and should be responsible for the safety of the workmen employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least 1.25 times of the contract value.
29. The Agency shall be fully responsible and shall indemnify the Bank with suitable Insurance cover in the event of any damage to men or material, injury

/ damage or death as the case may be, caused directly or indirectly due to the negligence of the Agency or his agents and/or his employees or guards. The decision of the Bank in this regard shall be final and binding

30. 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.
31. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules and regulations.
32. 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.
33. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.
34. 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.

35. The rate quoted by the contractor should be inclusive of all incidental charges and taxes as described in point no. 14, 15 and 16 above (excluding GST).
36. 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.
37. The Contractor shall 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.
38. 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.
39. The Contractor shall abide by all the requirements of maintenance from time to time and shall strictly follow the obligation required by NABARD.
40. 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.
41. The Contractor or his authorized representative should visit the site frequently or as required by NABARD and meet Officials for any clarifications and to receive instructions.
42. 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.
43. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
44. 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.

45. The work should be carried out with least inconvenience to the residents. 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.
46. 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.(PAYMENT/CHARGES IF ANY REIMBURSED)
47. 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.
48. 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.
49. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
50. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
51. 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.
52. 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.

53. 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.
54. The workers / personnel deployed must carry ID card issued by the contractor during the working hours. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract.
- a. The contractor is also required to submit the list of workers with photo ID, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/ representative.
- b. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during the period his staff works in NABARD premises.
- c. The Contractor shall ensure that the deployed personnel **SHOULD NOT:** -
- i. Be under the influence of drugs, alcohol, tobacco, pan, gutkha etc. when inside the Bank's premises.
- ii. Undertake any private work inside or outside the Bank's premises during the working hours.
- iii. Involve in any altercations with staff or in any act of indiscipline / misconduct / theft / pilferage, which results in any loss to NABARD in kind / Cash / reputation.
- iv. Suffer from any communicable diseases.
- d. Any indecent behaviour / suspicious activities of the personnel deployed shall be viewed seriously and a suitable penalty shall be imposed on contractor or the personnel shall be removed.
55. The contract shall be valid up to 30 June 2026. NABARD also reserves the right/option to extend the validity of this contract at the same rates for a period of 02 year and on the same terms and conditions, with consent from the vendor.
56. This contract shall stand automatically terminated in the event of insolvency, death or mental disorder of the contractor.
57. On the expiry or earlier termination of this contract, the contractor shall remove themselves and their employees and agents from the premises and all articles belonging to them or to their employees or agent.
58. **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.

59. Termination of Contract

- a) If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the notice period NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.
- b) The contract is liable for termination by giving 30 days notice by the bank and 3 months notice by the contractor.

60. Forfeiture clause: In case of negligence/dereliction 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.

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

SIGNATURE AND SEAL OF
AUTHORISED SIGNATORY:

DATE:

PLACE: ADDRESS

ANNEXURE – A

GENERAL TERMS AND CONDITIONS OF ANNUAL MAINTENANCE CONTRACT

1. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, and compliance to Workmen's Compensation Act, Bonus, etc.

2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NABARD, Bhopal and to the concerned Labour Department.

3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the NABARD MP RO Regional Office Premises, is required to be submitted to the NABARD regional Office, Bhopal. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time to NABARD, Madhya Pradesh a Regional Office, Bhopal is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract, duly furnishing particulars of personnel engaged for the NABARD, Bhopal.

4. The antecedents of the staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NABARD, Madhya Pradesh a Regional Office, Bhopal and NABARD, Madhya Pradesh a Regional Office, Bhopal shall ensure that the contractor complies with the provisions.

5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be checked and monitored by the authorized official of the NABARD, Madhya Pradesh a Regional Office, Bhopal. While raising

the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of DPSP, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards. Proof of payment of wages to personnel must be submitted, as and when demanded by NABARD.

6. All liabilities arising out of accident or death while on duty of the Housekeeping personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify NABARD, Madhya Pradesh a Regional Office, Bhopal against all liabilities arising out of any such accidents or deaths.

7. Adequate supervision will be provided to ensure correct performance of the said general maintenance and housekeeping services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the officials of NABARD.

9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by NABARD, Madhya Pradesh a Regional Office, Bhopal and shall not knowingly lend to any person or company any of the effects of the NABARD, MP RO, Bhopal under its control.

10. The staff deployed shall not accept any gratitude or reward in any shape.

11. The contractor shall provide training at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

12. Under the terms of their employment agreement with the Contractor the general maintenance staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13. That in the event of any loss occasioned to NABARD premises, because of any lapse on the part of the contractor which will be established after an enquiry conducted by NABARD RO, Bhopal, the said loss can be claimed from the contractor up to the value of the loss. The decision of the NABARD, MP RO, Bhopal will be final and binding on the agency.

14. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NABARD, Bhopal may issue from time to time and which have been mutually agreed upon between the two parties.

15. NABARD, Bhopal shall have the right, within reason, if any person employed by the contractor is undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.

16. The contractor shall be responsible to maintain all property and equipment of the NABARD MP RO Regional Office Premises entrusted to it.

17. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by the bank will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of DPSP, NABARD, MP RO, Bhopal and ensure that the work done accordingly.

18. The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced from the campus. The penalty on this account shall be deducted from the Contractor's bills.

19. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The NABARD, MP RO shall have the right to have any person removed in case of patient/staff complaints or as decided by representative of the department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

20. The personnel will have to report to the NABARD, MP RO, Bhopal at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/ instructions, and to complete all other required formalities as approved by the NABARD, MP RO, Bhopal

21. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NABARD, Bhopal and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NABARD, Bhopal.

22. Any damage or loss caused by contractor's persons to NABARD, Bhopal in whatever from would be recovered from the contractor.

23. NABARD, Bhopal will give need based basic training/familiarization of the general maintenance and housekeeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

24. In case the contractor fails to commence/execute the work as stipulated in the agreement or does not meet the statutory requirements of the contract or does not comply with the prevailing tax rules and laws, NABARD, Bhopal reserves the right to impose the penalty as detailed below:-

i) 5% of cost of order/agreement per week, up to four weeks' delays

ii) After four weeks delay NABARD Bhopal reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s). The difference in the cost, if any will be recovered from the defaulter contractor and also shall be blacklisted for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

25. The contractor shall ensure that its personnel shall not at any time, without the consent of the NABARD, MPRO, Bhopal in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by the NABARD, Bhopal and

shall not disclose to any information about the affairs of NABARD, Bhopal. This clause does not apply to the information, which becomes public knowledge. The contractor shall also ensure that its personnel shall not at any time, without the consent of the NABARD, MPRO, Bhopal, in writing, divulge or share any records or documents of the NABARD, Bhopal.

26. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, MP RO, Bhopal shall be deployed under any circumstances.

27. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.

28. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

30. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

31. 'WORK ORDER' means the notice issued by the NABARD, Bhopal to the contractor communicating the date on which the work/services under the contract are to be commenced.

32. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the NABARD, Bhopal for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the bank.

33. The contract period will be initially for a period of 2 years from the date mentioned in the work order extendable twice for one year each, if the services of the service provider firm are found satisfactory.

34. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the NABARD, Bhopal shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

35. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NABARD, Bhopal may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NABARD, Bhopal from the contractor.

36. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NABARD, Bhopal, such money shall be deemed to be payable by the contractor to the NABARD, Bhopal within seven days. The NABARD, Bhopal shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

37. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

38. The contractor shall indemnify and hold the NABARD, Bhopal harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

39. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

40. The personnel engaged should project an image of utmost discipline. They should be preferably between the ages of 18 and 55 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. The Bank shall

have right to have any person removed in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Manpower so engaged shall be trained for providing general maintenance and housekeeping before joining. During this training, contractor shall have to arrange for substitute for the staff undergoing training.

41. The contractor shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. NABARD, Bhopal will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

42. Staff engaged by the contractor shall not take part in any staff union and association activities.

43. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, stationary for writing duty charts and registers and records keeping as per requirements.

44. Agency will provide mobile phones to all supervisors at their own cost to ensure effective timely communication between them.

45. NABARD, Bhopal shall not be responsible for providing residential accommodation to any of the employee of the contractor.

46. NABARD, Bhopal shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The NABARD, Bhopal does not recognize any employee employer relationship with any of the workers of the contractor.

47. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the NABARD, Bhopal from the agency.

48. If any underpayment is discovered, the amount shall be duly paid to the agency by the NABARD, Bhopal.

49. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the NABARD, Bhopal etc, upto 2 years from closure of contract.

50. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month. The employer's portion of ESI / EPF shall be reimbursed only on submission of proof of depositing the contribution towards PF/ESI.

51. The contractor shall disburse the wages to its staff deployed in the NABARD, Bhopal every month through ECS or by Cheque in the presence of representative of the NABARD, Bhopal

53. PAYMENT

53.1. The contractor shall disburse the wages to its staff deployed in the NABARD, Bhopal every month through ECS or by Cheque in the presence of representative of the NABARD, Bhopal, as per requirement of the office.

53.2. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of NABARD, Bhopal and the contractor/ his representative/personnel authorized by him. No other claim on whatever account shall be entertained by NABARD, Bhopal.

53.3. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets of the contractor duly verified by the Caretaker/ACT of the Bank, attested by the officer nominated by the bank and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

(a) Contractor shall pay the entitled wages of the workers before 7th day of the subsequent month ~~the last day of the month~~. It shall not be linked to the payment of the bill.

(b) Payment must be made by the contractor through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will ensure to get a bank account opened for every engaged employee.

(c) While submitting the bill for the month, the services provider must file a certificate certifying the following:-

(i) Wages of employees paid as per minimum wages norm applicable have been credited to their bank accounts on (date)

(ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)

(iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)

(iv) The service provider is complying with all statutory Labour Laws including Minimum Wage Act.

(d) The service provider should submit the bill in accordance with the above time schedule.

(e) The contractor shall compulsorily issue a wage slip to every personnel & supervisor in the format provided below (an indicative format):

Name of Employee:	Designation Month
WAGE STATEMENT	
Payable / Paid	

53.4. Any damage or loss caused by contractor's persons to NABARD Bhopal in whatever form would be recovered from the contractor.

53.5. Deduction will be done proportionally from the salary.

54. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. Goods & Services Tax returns should be filed within the permissible limits as provided by Government of India and documentary proof of the same should be submitted to NABARD, BHOPAL on monthly basis. The delay in filing of Goods and Services Tax returns may result in termination of contract by giving a one month notice in writing. The performance security deposited with NABARD, BHOPAL shall be released only after all the GST dues are cleared by the vendor. The contractor shall submit copies of acknowledgements evidencing filing of returns every month and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

55. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole arbitrator appointed by the CGM NABARD, Bhopal.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall

continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow only.

56. JURISDICTION OF COURT The courts at Bhopal shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

57. The contract shall be valid up to 30 June 2026. NABARD also reserves the right/option to extend the validity of this contract at the same rates and the same terms and conditions. The contract period may be renewed for further two years, if services are found to be satisfactory.

58. EXIT:

The contract is liable for termination by giving one month notice by the Bank and three months' notice by the contractor. However, the contract may be terminated by the Bank without allowing notice period, if the quality of the work is found not satisfactory. The Security Deposit under these circumstances will be forfeited.

58. Contractors should provide 2 sets of uniforms and two pair of shoes of approved colour and quality, once in a year, to the employees deployed for the job at NABARD, BHOPAL at his own cost. The contractor should ensure that the uniforms provided to the staff are maintained in proper and clean condition. (reimburse)

59. 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.

60. On site storage space will be provided to the Contractor. NABARD, Bhopal will not be responsible for safety or upkeep of contractor's materials. The contractor may be required to vacate the storage space and sheds at short notice without any extra cost to NABARD, Bhopal.

61. The contractor shall provide necessary Tools & Plants (T&P) or any other equipment, labour, etc for the proper execution of the works.

62. VALIDITY OF TENDER: 90 Days from the date of opening of the Tenders.

63. 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.

64. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

65. Contractor shall be required to furnish NABARD Bhopal, as and when required, the following:

- i. The Power of Attorney, name and signature of his authorized representative, who will be incharge of execution of this contract.
- ii. Wage Book, Muster Book pertaining to labours engaged under this contract.
- iii. 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.
- iv. Contractor shall vouchsafe bonafides, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by the contractor.

66. **Forfeiture Clause:** In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice and the security deposit shall be forfeited.

67. Recovery of income tax, education cess, work contract tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

68. Transit accommodation for use by shift staff may be made available in NABARD, Bhopal campus.

69. **Note: The** property shall be handed over to contractor for maintenance on as-is-where-is basis and the contractor shall be required to do the pending work (if any), without any extra cost. In regard to the pending works (as per scope of work) contractor shall not give excuse such as so and so work should have been done by the previous AMC contractors and is not within their scope

70. Validity of Tender : 90 days from the date of opening of tender.

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

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:

Nature of work	Time of completion	Penalty for delay
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 amount will be deducted as below:

If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 650.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month.

The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.

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 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, etc. required for execution of the work covered by this contract to the entire satisfaction of Bank.

20. The agreement shall be executed in duplicate. NABARD shall retain the original and party the duplicate, stamp duty on original and duplicate shall be borne by the contractor

21. Payment of Bills: The contractor shall produce his bills in duplicate addressed to the Chief General Manager, NABARD, Madhya Pradesh Regional Office, Bhopal. 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

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.

25. Inspection: The Officer(s) / Caretaker of NABARD may at any time inspect the housekeeping works as well as inspect the stock of items/articles held in NABARD or deemed to be in possession of the contractor and the contractor shall give all assistance in this behalf.

Declaration by the Contractor

We / I have read and understood the Scope of Work and Additional terms and conditions for the housekeeping, gardening, electrical, plumbing and carpentry AMC works in both the colonies 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

Scope of work:**Scope of work and instructions for Contractor**

1. The work includes providing services of skilled wireman/electrician **round the clock** having valid license obtained from MP Electrical Inspectorate for and having experience of operation of Indoor electrical substation equipment, maintenance of electrical installation.
2. The contractor shall make his own arrangement for providing wiremen /electrician in the event of absence of his regular staff. In case of major failure, the contractor shall provide the required number of electricians / helpers / supervisors to rectify the fault immediately on receipt of written / oral communication from the bank.
3. The contractor shall have **valid contractor license** for the above jobs and ensure the provision of service as above without interruption during the entire period of contract. In the event of the Contractor's failure to ensure the uninterrupted service he is liable for all damages / loss the National Bank may incur and the National Bank can get the work done at his cost and consequence
4. The electrician/ wiremen deputed by the contractor shall be capable of minor repairs of all electrical gadgets like fans, exhaust fans, fittings, heaters, geysers, wiring, cabling, luminary fittings and related items. He should also have primary knowledge of functioning/ operation / repair of H.T. Lines, transformers, H.T. OCB, ACB, L.T. Panels including AMF panel, PFC, DG set, AC systems (Central / Packaged / Ductable AC Units & Window AC) including microprocessor panels.
5. The wire man, in addition to maintenance of electrical substation, shall attend to maintenance of all internal electrical installation of office premises, internal telephone cabling, networking cable, inverter power supply system and also operate the water supply pumps, lighting system, fire alarm system, air-conditioning equipment's etc. and its power supply as and when required, as also all the work connected therewith and incidental thereto without any extra costs.
6. The contractor will ensure to keep substation in neat and clean condition, ensure to keep daily records of vital parameters like power factor reading,

Transformer temperature reading, current, voltage reading etc. and also ensure to keep records of periodical testing like earthing test, insulation test, insulating oil breakdown test, condition of silica gel, bushing etc.

7. For any other replacement / works carried out with the prior approval for bank, Contractor shall be paid extra on the basis of market rates approved by the National Bank. The cost of the items/ spares will be reimbursed to the contractor as per market rates. **OR** the items will be supplied by the Bank.
8. Running and Operation of Package Unit Air Conditioning system of 126.5 TR capacity (5 nos 16.5 TR and 4 Nos. 11 TR) installed at Bank's Office Premises including maintenance of log book and informing the CT/ P&SO / Banks engineer at DPSP, in case of non proper running of AC system. The electrician/ wiremen posted at site should be capable of handling minor defects/ repairs in the microprocessor controller
9. The contractor shall make his own arrangement for the tools to be provided to wire man such as pliers, nose pliers, screw drivers of all sizes, soldering iron, hand gloves, etc., which are necessary and used in the work.
10. The Contractor shall test the installation and substation equipment from time to time at regular intervals and shall keep proper records of the tests performed and shall submit to the bank for record. The Contractor shall make his own arrangement for required equipment's such as megger, earth tester, electric tong tester, etc.
11. The payment shall be made by the bank to the Contractor once in a month by fund transfer.

Contractor shall also ensure regular payments to his workers. Bank shall not be responsible / liable for any payments due to the workers from the Contractor. However, if any complaint is received from the workers about non-payment of their dues, Bank reserves the right to make direct payment to them, and recover any amount from dues payable to the Contractor.
12. Bank shall not be responsible for any injury or loss to the property of the Contractor or the worker for whatsoever reasons. Contractor shall indemnify the book against any injury or loss to the property or person employed by him.
13. Contractor shall be responsible / liable to Bank for any damages or loss caused to the property / equipment of the bank due to improper workmanship or negligence of his workers.

14. The contract may be terminated by the Bank at its option at any time during the period of contract without assigning any reason and giving notice.
15. The contract period will be for period of two years from award of contract.
16. The Contractor should obtain workman's compensation policy with the bank's name appearing first and his name appearing Second and deposit the same with the bank.
17. The Contractor should liaison with M.P. State Electricity Board in case of power failure/routine maintenance/shut down of power.
18. The Contractor should liaison with electrical Inspectorate and the contractor is responsible to obtain clearance / inspection Yearly certificate from inspectorate.
19. Topping up of oil in transformers, switch fuse units, HT oil circuit breakers and PT units.
However, the cost of the oil will be reimbursed to the contractor.
20. Maintenance of logbook, indicating the number of breakdowns, voltage readings, current readings, generator operating hours, oil breakdown values, oil temperature value, earth resistance values, power factor readings, replacement of spares, HT meter readings, etc.
21. The off-load tap changer of the transformer should be operated and the voltage should be kept within the normal levels.
22. Operation and up-keep of HT oil switch fuse units, transformers, LT Air circuit breakers, relays, TPN switches etc., and other allied equipment.
23. Operation and maintenance of all the capacitors at the capacitor panel.
24. The contractor should maintain required breakdown strength and level of the dielectric oil. The contractor should arrange for testing breakdown strength of dielectric oil once in 12 months. If oil is unable to withstand 40 KV voltage rise in

one minute, the contractor should arrange filtration of the oil. However, the filtration charges and oil top up will be paid extra to the contractor on market rates.

25. The earth resistance of the installation should be measured, recorded and reported to Banks Engineer/ Caretaker (CT) on a monthly basis.

26. The contractor/ electrician should arrange for pouring of water in all the earth pits.

27. Should attend to any other related electrical works detailed to the agency by the Banks Engineer/ Caretaker (CT) from time to time.

28. Should ensure that the HT yard room are kept clean and free from rubbish, grass, plants etc.

29. Should attend to any other new major/ minor works at Banks premises for which separate payment will be done.

30. The contractor should maintain four Neon Sign Boards, of which two Neon Sign Boards (English & Hindi) are installed in the Regional Office Building, one Neon Sign Board is located at Officer's Quarters, Sector 'A', one Neon Sign Board is located at Staff Quarters, Sector 'C' Shahpura, Bhopal. The contractor should arrange for proper upkeep and maintenance of the Signboards including deep/ thorough cleaning of the same once in 3 months. Further, on receipt of complaint, the contractor may act immediately and undertake necessary repair/ correction as required after approval by NABARD. The material cost will be reimbursed by NABARD against receipts/ invoice.

II. GENERAL NATURE OF WORK

The work assigned to Successful Contractor shall include but is not restricted to the following:

- Maintenance and Repair of all Electrical installations in NABARD's Office Premises including compound lawn, staircase, cabins and work stations, pump house, store/record rooms substations, server rooms/computer center, elevators, basement and common area.
- General Cleanliness of the substation/equipment installed, cleaning of panels.
- Maintenance of Electric Sub-station which comprises of transformer, Main panel, APFC panel, AMF panel cables, indicator bulbs, ACB switches, lighting in sub-station including oiling,

greasing, cleaning of main LT panel, cable alleys etc., checking and general functioning of transformer, maintenance of a log book for maintenance operations for each unit including cleaning. The rate quoted in Price Bid shall include cost of changing minor parts viz. Lubricants, nuts, bolts, cleaning materials, etc.

- The person(s) deputed for sub-station job should:
 - a. Know how to treat the person suffering from electric shock / burn etc.
 - b. Be able to operate fire extinguishers.
 - c. Make himself familiar with the electrical power distribution drawings, the switches controlling various loads and its importance.
 - d. Clearly understand what is to be done in case of an emergency. This should be done in consultation with Engineer – in – Charge/any other authorized official of NABARD.

The agency shall impart minimum training required by the operators in understanding the various equipment in the substation and their operation.

- Maintenance and repair of APFC(Automatic Power Factor Correction) panel installed at NABARD's Office Premises including maintenance of log book for power factor and its smooth operation. This will also include checking the operation of each equipment for its normal operation for its normal operation and informing the abnormalities to the concerned official of the NABARD.
- Maintenance of pump sets, submersible pump set of borewell with complete electrical installations including Starters, switches, cables etc. installed in office premises and staff quarters for various purposes. This included monthly servicing of the motors like oiling, greasing, cleaning, replacement of worn out glands, rubber brushes, etc. This shall also include repair/servicing of the same. It will also include repair and replacement of wheel valve, non-return valve and foot valve inside the pump house. The same needs to be attended on top priority basis as the same affects water supply system.

The above list of items/works is illustrative only and the maintenance contractor is supposed to carry out any other electrical related jobs thereto.

III. SCHEDULE OF WORK

A. GENERAL AND PREVENTIVE MAINTENANCE

Daily:

1. Round the clock operation and operational maintenance of electrical system of entire office premises and staff quarters.
2. Checking for mechanical/electrical faults, operations/preventive maintenance of electrical system of entire office premises and staff quarters.
3. Checking of sub-station, electrical panels, water supply pumps, pump station panels, with relays and instrumentation (such as CDG 31/61, U/V auxiliary, metering RPF etc. Maintaining log books supplied by the bank for all sub-stations, and record the reading. Complaint registers will also be supplied by the bank for recording day to day complaints and to attend the same.
4. Operation of ventilation exhaust fans installed in the sub-station and other areas
5. Cleaning and dusting of L.T. panels board. Water supply pumps, generator and all electrical machinery installed in the sub-station and pump station.
6. Checking for over-heating/abnormalities of bearing terminals, connections, cable of all motors, pumps and panel etc.
7. Checking for overheating/sparking other abnormalities of resistance type starters and carbon bushes of commutator motors.
8. Maintenance of record of running hours of generator and water supply pumps.
9. Attending alarms, resetting and removing faults for smooth power supply.
10. The Supervisor / Operator posted at substation shall keep daily records of KWH / KVA / KVARH /PF / Voltage / Current of incomer HT panel as well as the LT panels in the sub-station, including water supply pumps operation log-book in the Log Sheet provided in Substation by NABARD UP RO. (Separate records of Substation Meters provided in Main LT Panel shall be maintained, including the records of D.G Set operation in separate Log Book)
11. Maintenance of battery charger and batteries for D.G Set, procurement expenditure of which shall be borne by NABARD UP RO.
12. Maintenance of Log book of DG Set operation and fuel consumption.

Weekly or more frequently as per requirement:

1. Checking and testing of HT/LT panels, LCC/MCC and all electrical panels feeder pillar and electrical equipment at sub-station for oil leakages, insulation, contacts settings, resetting, metering, overheating, tightening etc.
2. Cleaning of HT/LT panel equipment and generator and pump station panel equipment.
3. Testing of electrical installations like HT switchgears / circuit breakers, Transformers, HT/LT busduct, Transformer Oil & its filtration, overhauling of circuit breakers etc. by engaging specialist agencies as per the instructions from Electrical Engineer of the Office. Prior approval of rates shall be obtained before undertaking suchworks.
4. Cleaning of glass panels of solar water heating system/Solar lighting installed in NABARD MP RO.
5. Checking of coupling/rubber bushes of water supply pumps.
6. checking of pump glands for leakage.
7. Checking of leakage and operation of all valves installed in water supply system.
8. Checking of all distribution boards at building complex.
9. Cleaning of sub-station as whole for hygiene condition.
10. Watering of all the Earth pits on every 15 days for trouble-free operation of the entire electrical installation including the computer / networking systems. Earth resistance to be measured quarterly in the presence of Office's engineer in single mode.

Monthly or more frequently as per requirement:

1. Cleaning of switch boards, fans, lights etc.
2. Blowing out the dust of all motors, cables, panels and all electrical equipment etc.
3. Checking of all safety control operation and also the set points of all controls such as overload relays, CT coils, power factor systems, capacitor NABARDs, batteries and single-phase presenters.
4. Checking and cleaning of water pumps.
5. Oiling and greasing of water supply pumps and exhaust fans and all motors and fans installed in the substation.
6. Checking and operation of all indicating lights/volt meters/ampere meters and alarm system.

7. Checking for oil leakages, relays, marshalling box, cable boxes, joints and cleaning of transformer installed in substation etc.

B. MAINTENANCE OF PUMPSETS

- The job includes monthly servicing like oiling, greasing, cleaning, replacement of worn- out gland packing, tightening of loose parts, checking of bearing temperature, replacement of worn-out rubber bushes, cleaning of starter and switch contacts, oiling

/ greasing of the moving parts of switch and starters, testing overload, minor repairs and call back services. As a whole the contractor has to maintain all pump sets in good running condition. The contractor shall supply rubber packing / gland dori as per requirement at his own cost.

- The items like replacement of wheel valve, non-return valve and foot valve, whole pump set, bearing, pipeline, additional electrical / piping / mechanical works, repairs

/ rewinding of pump motor, replacement of pump bushes, impellers, shaft, shaft keys, motor fan, replacement of unserviceable switch and starter parts like over load contacts, solenoid coil, timer, fuses, shall not be included in the maintenance contract. For the items not covered under maintenance contract the contractor shall not attend any such work without prior approval in writing from the office.

C. OPERATIONAL MAINTENANCE OF HVAC (Heating, Ventilation and Air Conditioning) System

The Electricians and Helpers deployed in Regional Office are expected to maintain a good coordination and strive to familiarize themselves of the procedures of HVAC with the Technicians of AMC Contractor for HVAC System in Checking Safety Operations and for over-heating/abnormalities of bearings, terminals connections, cables of all motors fans, pumps compressors, starters, panels resistance type starters etc of the HVAC System.

D. REFILLING OF DIESEL FOR 250 KVA GENERATOR

The vendor shall refill the Diesel periodically and claim reimbursement from NABARD as per actual usage in a particular month.

A log book is to be maintained on the running of DG Set and is to be submitted along with the reimbursement claims of the fuel.

The reimbursement shall be made on receipt of the bill after cross checking from the log book.

The fixed rate of diesel refilling on actual usage basis shall not form a part of Price Bid/BOQ.

- **A register will be maintained by the contractor indicating date of execution of above indicated work. The record of work done in a particular month shall be verified by CT NABARD and enclosed with monthly AMC Bills.**
- **Completion of work as per schedule given above is imperative for payment of AMC Charges irrespective of the deputation of the minimum number of the workers on the site by the contractor.**

Note:

- NABARD reserves the right to change scope of work or the number of labourers during the contract period.
- The Contractor may be required to work at other sites of NABARD or its subsidiaries or training areas on proportionate basis payment of current approved amount.

SPECIAL INSTRUCTION

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 Housekeeping, Gardening, Electrical, 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 behaviour in the office
4. 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.
5. NABARD shall not be responsible to the contractor's workers in any manner whatsoever. The behaviour of the workers will be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard.
6. 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, Carpentry and Gardening works plus taxes or as approved by NABARD.
7. 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.
8. 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.
9. The minimum nos. of labour and their duty hours and details of working days are mentioned in the respective Schedule of Quantities. (Annexure F)
10. 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.
11. 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 contractors cost and recovered from his bill.

12. The property will be handed over to the Contractor for Housekeeping, Plumbing, Carpentry, Electrical and Gardening works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

13. 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.

14. All replacements/fittings/fixtures, etc. irrespective of cost per item as per scheduled rate shall be done with the concurrence /written permission of NABARD officer/Carge taker designated for this purposes.

15. Payment shall be made as per the schedule of rates for replacement of fittings / fixtures and repairs separately on monthly basis.

16. The cost of materials used while executing repairing/replacement will be paid as per the approved rates. For this purpose, the contractor will provide the list of rates of various items for approval of NABARD.

17. 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.

d. All statutory taxes, viz Income Tax-TDS, GST-TDS as applicable shall be deducted from the bill during the currency of the contract.

e. The contractor should ensure to submit the work completion certificate duly signed by the occupants of the flats/ACT/P&S while seeking monthly/quarterly payments. In case the work completion certificate is not submitted, proportionate amount shall be deducted from the bills

18. 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.

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

20. 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.

21. The complaints of complicated nature and beyond the scope of work shall be reported back immediately to the care takers/protocol & Security officers/Department.

22. All complaints shall be attended within 24 hours of receipt of complaints. If any complaint is likely to take more time for its resolutions, the same shall be brought immediately to the notice of the Care take/Protocol & Security Officer/Department.

23. Place of Work

NABARD Madhya Pradesh Regional Office, E-5 Arera Colony, Ravishankar Nagar, Bhopal

24. Areas of Work

NABARD MP RO Premises along with common areas like VOF, VEF, community hall, staircase, terrace, security lodge, parking space, Gym, pump house etc.

26. Working Days & Hours

All the days of a month. However, the labours as assessed above should be deployed in such a manner that no labour shall be required to work without a day's weekly rest and for more than 26 days a month.

27. The Cost of Material

The cost of material or extra labour outside the purview of AMC procured by the contractor shall be paid extra in the following manner

a) The list of standard materials commonly used along with its make, model and rates shall be approved by NABARD after proper market survey and on mutual consultation. The contractor shall have to use such material as per approved rates only. The contractor shall be paid 10% extra over and above the claimed amount towards contractor's service/profit. However, the contractor has to furnish the original bills or invoice of the material procured by him. However, the bills of purchase of such materials should be obtained in the name of NABARD.

b) All standard materials to be procured as per as possible from GST vendors. GST already paid on materials will not be claimed again, while raising invoice to NABARD, GST on service charges will be paid by NABARD.

c) Similarly, if the agency engages any additional labour on temporary basis for new jobs other than mentioned in the contract, on our instructions, the claim will be settled as per prevailing minimum wages. However, contractors profit will not be allowed on this temporary labour supply.

28. Other Terms and Conditions

1. Before submitting the tender, the intending bidder should visit the sites and assess the actual work to be executed.

2. The agency will provide required manpower and tools to ensure that all the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

3. Details of Rate

i. The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirement like in case of minimum wage.

ii. The rates should be quoted by the agency strictly as per proforma in Part II(Price Bid). The base rates quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor's administrative/overhead charges and service charges/profit and any other charges to be specified, exclusive of all taxes. All other taxes including GST applicable on the base rates should be mentioned separately. Only the base rates quoted shall be considered for comparison. The rate quoted should be rounded off to the nearest Rupee; if not done, shall be deemed to have been done so.

4. Tie in Rates

The sum total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates quoted by various bidders the decision of the competent authority of NABARD for awarding the contract as per its procurement policy to one such parties shall be final

5. Selection Criteria for Awarding of Contract in case of Multiple L1 Bidders will be

The work may be awarded to the bidder by NABARD as per the GeM procedure.

6. Reasonability of Rates The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of NABARD reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to

(i) Ensure successful performance of the contract and

(ii) Assess reasonability of administrative /overhead expanses quoted to preempt any possibility of exploitation of labour. In case of non-satisfactory explanation

the bid of such bidder/s may be rejected outright, their EMD may be forfeited and they may also be debarred from participating in the rebidding.

7. Discipline in Performance

i. **Experience:** All labourers should have the experience of doing work in their respective field in a similar building.

ii. **Wearing uniform:** They must be in proper uniform during the duty hours. The contractor should provide adequate set of uniforms (minimum two sets per year) of quality fabric to the labourers. The colour and design of the uniform shall be prescribed by the Bank. The uniform shall have to be properly maintained and worn by the labour properly cleaned.

iii. **Removal of Labours:** The contractor shall immediately remove a labour if asked for by the Bank on the grounds of non-performance of duty, incompetence, indiscipline, misconduct, indulging in illegal activities, causing damage to the property etc. Such labour should not be redeployed without prior clearance from the Bank. However, if the contractor wishes to remove a labour he should do it with prior intimation to the Bank citing valid reason.

iv. **Compliance with Instruction of the Principal Employer** The agency has to carry out the jobs as per instructions issued by the authorised officials of the Bank. In case of failure to do so the contractor has to compensate the expenses incurred by the Bank for carrying out the deficient job along with 15% extra towards penalty. Such amount shall be liable for recovery from any amount payable to the agency. But, repeated failures by the agency may render to the contract liable for termination and forfeiture of RMD.

8. 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.

9. Compliance with Labour Laws

The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, workmen compensation, insurance etc. and complying with all such requirements shall be the sole responsibility of the agency and NABARD, in no way, shall be liable for non-compliance with such statutory obligations.

a) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, for 26 days a month. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government.

b) Besides the minimum wage EPF, ESI and bonus at the statutory rates has to be paid to all the contract labours.

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

24. 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.

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, Carpentry and Gardening AMC works in the entire 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.
5. 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.
6. 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.
7. 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, Carpentry and Gardening AMC works in both the colonies 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 Regional Office Premises below:

Sr. No.	Description	Number of Staff
3	Total No. of Electrician (Skilled)	03
	Total	03

Total Manpower

(a) **Skilled** : **03** (b) **Semi-Skilled** : **00**
 © **Un-skilled** : **00**

ii) Duty Hours tentative

Location	Description of staff	No. of Staff to be deployed	Duty Hours	No. of Days in month
NABARD MP RO Premises	Electrician (Skilled)	02	08.00 hrs to 16.00 hrs	31
		01	16.00 hrs to 24.00 hrs	31

Note: All the deputed contract staffs (Electricians) should have their own conveyance arrangement for travel. 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 in NABARD's residential site, if any when required. In case of emergency work, all the contract staffs should be in a position to visit the residential quarters in case of need.

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.

The contractor should ensure to give one day off to the staff employed on a rotations basis so to ensure that the maintenance work is done on all the 365/366 days in a year as per the timing indicated in the above table.

DRAFT AGREEMENT FOR MAINTENANCE CONTRACT

(on a Non – Judicial Stamp paper of Rs.500/- after award of contract)

THIS AGREEMENT is made at Bhopal 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 Madhya Pradesh Regional Office at E 5 Arera Colony, Bittan Market, Bhopal 462 016, 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 and having its registered office athereinafter 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 work of Electric Sub-Station, Electrical Installations and Water Pump Operations in Madhya Pradesh Regional Office Premises at NABARD MPRO, E-5 Arera colony, Ravishankar Nagar, bhopal 462 016 (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) The Contractor had, vide its letter dated, submitted its Tender for undertaking the said works at the said Premises.

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

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

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

1. The contract shall commence from 01 July.2024 and shall continue till 30 June 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 per annum 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 31.03.2026 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. 31.03.2026 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, and 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, and 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 Madhya Pradesh 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 Madhya Pradesh /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, Carpentry and Gardening 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. 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.

41. The reference to the Chief General Manager, NABARD in the agreement shall mean the Chief General Manager, holding charge of NABARD, Madhya Pradesh Regional Office, Bhopal and shall include, in respect of any power exercisable by them under this agreement any officers of NABARD designated by them in that behalf.

42. 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 Bhopal.
- 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.

43. 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.

44. 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.

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

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

47. 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.....

INDEMNITY BOND

(on a Non – Judicial Stamp paper of Rs.500/- after award of contract)

KNOW all men by these presents that I, Shriof M/sdo 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 E-5 Arera Colony, Bittan Market Bhopal, Madhya Pradesh 462 01 and M/s..... having their office at on this day of 2024.

WHEREAS NABARD have appointed M/s.....as the Contractor for their proposed work relating to “Maintenance contract for work of Electric Sub-Station, Electrical Installations and Water Pump Operations in Madhya Pradesh Regional Office Premises at NABARD MPRO, E-5 Arera colony, Ravishankar Nagar, bhopal 462 016 ”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s.....hereby do Indemnify and keep indemnified and harmless NABARD, its officers, servants, agents and other authorized persons 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 thisday 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

Annexure I

(ON THE LETTER HEAD OF THE BIDDER)

DECLARATION

To
The Chief General Manager
NABARD
Madhya Pradesh Regional Office
Bhopal

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.
6. I/We declare that, I/We have not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax and that the bidder has not been blacklisted by any central/state Government organization or PSU, for whatsoever reason. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department than the works may be withdrawn, and EMD/ BID security shall be forfeited.
7. I/We also declare that there are no any cases with the police/ Court/ Registered Authority against me us and we have not been prosecuted of suffered any penalty for violation of any statutory laws by any authority.

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)**PRE CONTRACT INTEGRITY PACT****(On non-judicial Stamp Paper of Value Rs 500/-)****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (Hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Employer proposes to outsource manpower services for Maintenance contract for work of Electric Sub-Station, Electrical Installations and Water Pump Operations in Madhya Pradesh Regional Office Premises at NABARD MPRO, E-5 Arera colony, Ravishankar Nagar, bhopal 462 016 for two years w.e.f 01/09/2024 to 31/08/2026 and the BIDDER/Seller is willing to offer the services and

WHEREAS the Tenderer is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and

agree as follows :

Enquiry being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official **Commitments of the BUYER**

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or

disfavour to any person in relation to the contract or any other contract with the Bank.

BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

Bank Draft or a Pay Order in favour of _____

A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

Any other mode or through any other instrument (to be specified in the RFP)

The Earnest Money/Security Deposit shall be valid up to a period of two years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

To immediately call off the pre-contract negotiations without assigning any reason

or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened

Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

The BUYER will be entitled to take all or any of the actions mentioned at para 6a(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the

purposes of this Pact.

Fall Clause

The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission Name and Address of Independent Monitor

Shri Jagdeep Kumar Ghai, PTA & FE (Retd), Flat No 1032 A Wing, Vanashree Society, Sector 58 A & B, Palm Beach Road, Nerul, Navi Mumbai, 400706, email jkghai@gmail.com, Mob: 9869422244

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all Meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of BUYER

within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation

BIDDER
Chief Executive Officer

NABARD
Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers

CLIENT's CERTIFICATE REGARDING PERFORMANCE OF SUCCESSFUL BIDDER

Name and address of the Client

Details of Works executed by Shri/ M/s

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay(indicate amount)if any	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	
10.	Whether the Bidder employed qualified Supervisor during execution of work?	
11.	i)Quality of work(indicate grading)	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	ii) Amt. of work paid on reduced rates, if any.	
12.	i)Did the bidder go for arbitration?	
	ii)If yes, total amount of claim	
	iii)Total amount awarded	
13.	Comments on the capabilities of the Bidder.	
	a)Technical proficiency	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	b)Financial Soundness	Outstanding/ Very Good/ Good/ Satisfactory / Poor

	c)Mobilization of adequate T&P	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	d)Mobilization of manpower	Outstanding/ Very Good/ Good/ Satisfactory / Poor
	e)General behavior	Outstanding/ Very Good/ Good/ Satisfactory / Poor

Note: All columns should be filled in properly

“ Countersigned”

Signature of the Reporting Officer* with Office seal

*Officer of the rank if Superintending Engineer or equivalent

Part - II

Price Bid

Part-A		Category	Skilled Workers		
Sr No	Description	Basis (Minimum wages of Central or State Govt., whichever is higher)	No	Wages per month (Rs)	Total wages per year (Rs)
1	Total of Basic + VDA for a month (26 X minimum wages per day)	862.00*(Minimum wage)			
2	EPF (The contributions are payable on maximum wage ceiling of Rs.15000/-)				
3	ESI (The contributions are payable only for wage up to Rs.21000/- per month)				
4	Bonus(It shall be paid on reimbursement basis on production of requisite documents & the contribution are payable on Maximum wage ceiling of Rs.21000/-)				
5	Total	S.No. 1 to 4			
Total wages for 03 Skilled Workers(Electrician(2) (A)					

PART B - GRAND TOTAL (A)				
Total Contract value for two years				
PART C				
Sr No	Description	Rate to be quoted by the bidder	Per month	Total for 12 months
	Service Charges (As a ___ % of B)			
	TOTAL in (₹): D (B + C) (PER ANNUM)			
	(E): Add GST @ 18% on (D) above in (₹)			
	Grand Total in (₹) – F [D+ E]			
	Grand Total in words (F)			

Final Total in (_____)

)

***The minimum wages are as per the minimum wages circular No. File No. 1 / 7(1)/2024-LS-II of central government dated 1st April 2024.**

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. The amounts required to be quoted by the bidders are for a period of one year only.
- 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 2024). 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. 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.
- X. 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.
- XI. 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 Madhya Pradesh, whichever is higher.

XII. VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Place:

Date