

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,  
Raipur**

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**QUOTATION FOR**

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**ANNUAL MAINTENANCE CONTRACT FOR CIVIL/PLUMBING/CARPENTRY WORKS AT  
OFFICE PREMISES &STAFF/OFFICER'S QUARTERS AT NAYA RAIPUR FOR THE  
YEAR 2019-20**

**Last Date for submission of tender-17.01.2019 5.45PM**

**Date of Opening: 18.01.2019 3.00PM**

**Address for Communication: NABARD,1<sup>ST</sup> &2<sup>ND</sup> Floor**

**Pithalia Complex, KK Road, Fafadih Chowk,  
Raipur-492009**

**NAME OF THE TENDERER:\_\_\_\_\_**

**ADDRESS\_\_\_\_\_**

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## Annexure-I

### Special Terms and Conditions

**(a) Civil Works :** (1) Civil repair, maintenance works related to minor water proofing works in buildings and construction of minor building & other ancillary structures (2) Supplying and/or fixing of different types of building materials viz. cement, sand, reinforcement, all types of granites, tiles, marbles, kota stone, cuddapa, marble mosaic tiles, all types of precast paver blocks, bricks, centering & shuttering materials, manhole / gully-trap chamber cover (3) Repair, maintenance and construction of all types of underground sewer lines, manhole chambers, gully trap chambers, roads & pathways (4) Internal painting / polishing of building and its parts

(5) Structural repair works in buildings, water tanks, sumps etc. (6) Repair, maintenance and fabrication of all types of M.S. Grill and sheet works, (7) Minor structural rehabilitation works of buildings.

**(b) Plumbing and Sanitary works :** (1) All types of plumbing, sanitary works in the office complex including supply of plumbing and sanitary materials as per the requirement (2) Repair, maintenance of rain water pipes, Sewerage / stack lines in the duct / other area of the buildings (3) Maintenance of water supply line from RMC's water line to UG sump, valves, meter chambers, water meters, foot valves, sewerage system for buildings & other ancillary structures (4) Cleaning of water tanks & U.G. Sumps and disinfecting with chlorine based approved chemicals etc.(every three months) (5) Removing the deposits from the septic tanks, soak pits and cleaning the under ground sewage lines etc. (6) Cleaning the open surface drains clean and free from deposits.

**(c) Carpentry & Interior decoration:** (1) Repair, painting, maintenance and construction of all types of wooden works including the fittings and fixtures attached to wooden works (2) Ancillary civil related works in connection with wooden, aluminium or steel works (3) Fixing of all types of glass in doors, wooden or steel windows, (4) Writing inventory no. and name plates (5) All types of wooden works related to interior decoration. (6) Aluminum door and window work, venetian blinds, etc. (7) Door closer, louver window work, floor spring etc., (8) Miscellaneous works pertaining to maintenance of buildings..

1.Should have **their own office in Raipur,Chhattisgarh**. If the contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.

**2.The bidder shall be accompanied by a copy of each of the documents like (Mandatory),**

- (a) Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm/organization
- (b) PAN,
- (c) GSTN Registration

- (d) Employee State Insurance Act registration,
- (e) PF registration,
- (f) Particulars of bankers & Bank account details.

Details of work experience shall be supported by work orders and corresponding completion certificates.

- (g) Details of works on hand

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

**3. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable (Please enclose copies of certificates/documents).**

4. Tenderers should have a current bank account with a scheduled commercial bank.

5. 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.

6. 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.

7. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.

8. The firms which do not fulfill the requirements (terms and conditions) shall not be considered for selection and award of work.

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

10. **A bid that is not accompanied by EMD shall be rejected.** The EMD of Rs.13000/- will be returned to the tenderer if his tender is not accepted by the Bank but without any interest thereon. The EMD paid by the successful tenderer shall be retained by NABARD as security (Retention Money Deposit) for execution and fulfilment of the contract. No interest shall be paid on this deposit. The EMD of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract /Tender Document.

11. The EMD of Rs.13000/- of successful tenderer shall be retained by NABARD towards Security Deposit (SD). **The quantum of security deposit shall be 5% of the annual contract amount.** The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

12. The National Bank for Agriculture and Rural Development 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 so.

14. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.

15. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

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

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

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

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

20. Necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, mobil, M-seal, rubber for stopper, rubber buffer etc. as well as item/work costing individually upto Rs. 50/- will be in the scope of the contractor.

21. 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 will be as under :

<b>Nature of work</b>	<b>Time of completion</b>	<b>Penalty for delay (per complaints per day)</b>
Outside work where scaffolding is required	5 days	Rs.100
Outside work where no scaffolding is required	3 days	Rs. 100
Internal work	1 days	Rs.50
Other work	1 days	Rs.50

## Annexure-II

### General Terms and Conditions

#### 1. Rates/Bids

1.1 Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate analysis in the format given in Annexure-VI for scrutiny of the rates by NABARD, if required.

1.2 Rates should include of all (i.e. all Taxes etc.) in accordance with various statutory enactments and should be firm for the entire Contract Period. **No increase in rates will be allowed during the entire Contract Period on this account, even in the extended periods of the contracts. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.**

1.3 The Calculation sheet (As per Annexure-VI) for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – III ; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure III.

1.4 Rates should include all items pertaining to the Civil, plumbing and carpentry works, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the Bank's representative, the bill will not be accepted. The rates should also include all costs (such as travel etc.) for attending the works at NABARD staff quarters.

1.5 The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the Bidder / Tenderer.

1.6 The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers

1.7 Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

a) When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.

b) When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in

figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c) When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

1.8 Contractor has to quote for all the items of BOQ (Price bid). Incomplete BOQ will not be considered.

1.9 The bidder must use only the Price Bid format issued by the Bank, to fill in the rates (given in **Annexure-VII&VIII**. Any addition/alteration in the text of the quotation letter made by the bidder shall not be considered. Such bids may be considered invalid by the Bank at its discretion.

1.10 All the pages of the Tender Document shall be signed by the Tenderer.

1.11 Bids submitted by unauthorised agents and FAX / Telegraphic bids shall not be entertained / considered.

## **2. Statutory Compliances**

2.1 The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

The Contractor should arrange to obtain necessary insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work.

The **CAR** policies are required to be at least for 1.25 times of the contract value.

NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him.

In case, no insurance policy is furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.

NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage on account of injury to person or property, resulting from any such accidents with necessary Insurance cover.

Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.

2.2 The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the Minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.

2.3 The contractor will be responsible for timely payment (by 05<sup>th</sup> of succeeding month) its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

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

**2.5 The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and payslips for respective payments are duly issued regularly.** NABARD will ask for present/past payslips and payment records related to ESI/PF to be submitted along with the monthly bill. In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.

2.6 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.

2.7 The Contractor should have valid license relating to his Contract **as per the existing laws and the workmen** employed by the Contractor should also have the experience in their trade.

### **3. Staff to be deployed by contractor**

3.1 The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure III (scope of work).

3.2 The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations.

**3.3 The workers / staff employed should wear colour code uniforms displaying contractor firm's name.** The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

3.4 The contractor will provide uniform (dress, shoes etc. )to his/her staff deployed.

3.5 Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

3.6 No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.

3.7 The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

3.8 Before deployment of staff, their bio-data/ competence shall be verified by the Bank's representative in the beginning of AMC as well as replacement the staff/labour. You will provide plumbers, carpenters and helpers whose identity is duly verified by the Police, to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank.

#### **4. Settlement of bills**

4.1 Monthly/ Quarterly/ Periodical payments will be made in the case of Civil, plumbing and carpentry AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Bank's Engineer to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.

4.2 Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.

4.3 Income Tax and other statutory deductions, as applicable, will be made from total payment due to the Contractors.

4.4 No advance shall be paid towards mobilisation and cost of materials etc.

4. 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.

#### **5. Execution of work and complaints**

5.1 Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

**5.2 All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day.** In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.

5.3 The Contractor or his authorised representative should visit the site as per requirement and meet Bank's representative with prior appointment for any clarifications and to receive instructions, etc. at the site.

5.4 The Contractor's workmen should report to ACT/ Site supervisor as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.

5.5 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.

5.6 The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.

5.7 The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

5.8 The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.

5.9 The engaged staff shall also undertake other specific work related with/without Civil, plumbing and carpentry works and other works during working hours as per instruction of ACT/Bank's representative, if required.

5.10 On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.

5.11 The Contractor shall provide necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.

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

5.13 While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

5.14 It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaisoning with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

5.15 The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per

Rules and Regulations in force. The contractor undertakes from the date of allotment of tender, at all times and from time to time to remain solely responsible to defend NABARD and to hold and keep NABARD and its officers harmless and indemnified against all actions, costs, expenses, damages, claims, suits or demands, or any loss or liabilities of whatsoever nature arising directly or indirectly and also for and against all or any action whether by way of labour or legal proceedings or otherwise which may be brought against the NABARD by any of the person employed by contractor or any other authority, arising out of execution of the contract including claims for all damages, costs, charges, expenses which NABARD may incur in respect thereof. Safety conditions as stated in attached sheets.

## 6. Termination of Contract and disputes

6.1 Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."

6.2 The venue of the arbitration shall be at Raipur. The language of arbitration shall be English.

6.3 Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

6.4 Termination of agreement: "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

(a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or

(b) the contractor commits a breach of any terms and conditions of this agreement and/or

(c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or

(d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

(e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

6.5 In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

6.6 In case the Contractor desires to terminate the Contract, he may do so by giving a notice period of three months to Bank with proper reason and justification.

6.7 In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

## **7. Other terms and conditions**

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

7.2 The successful bidder shall execute an agreement with NABARD at his cost on non judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.

7.3 The working hours as mentioned in price bid includes one hour lunch break.

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

7.5 If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.

7.6 The Contractor shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff.

7.7 Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

7.8 The decision of NABARD in awarding the work shall be final. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

7.9 NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

7.10 No prohibitive things/banned chemicals will be used, which are harmful to human life.

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

Signature of the Tenderer :

Name and Seal :

Place :

Date :

Address :

### **Annexure-III**

#### **SCOPE OF WORKS**

##### **(A) Civil, plumbing and sanitary works.**

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

1. Attending to all the complaints recorded in complaint register/received in writing relating to Civil, Water Supply and Sanitary Systems & Plumbing works and allied works and rectifying the defects wherever necessary including cost of minor materials (like adhesives, screws, nails, nut & bolt, washer, brackets, clips, grease, mobil, M-seal, rubber washer, wooden plugs, nails, screws, brackets, clamps etc.) as well as item/work costing individually **upto Rs. 50/-** replaced in the premises. All the old/unusable/scrap material (which will be created during repair/maintenance work) will be stacked by the contractor as advised by ACT/CT.
2. Replastering of walls, ceilings, floors with suitable cement mortar to the required thickness including removal of old plaster upto 0.1 sqm at any one location related to maintenance works in the premises. For plastering more than 0.1 sqm, extra payment will be made. So, the contractor will engage the mason as and when required for plastering and other works.
3. Rectifying the defects and refitting the existing bib cocks, stop cocks, sink cocks, pillar cocks, valves etc. including cost of minor materials replaced.
4. Rectifying defects and refitting the existing handles pull chain, plungers, washers, water supply inlet and outlet connections, ball cocks and overflow pipe of flush tank including cost of minor materials replaced.
5. Rectifying defects and refixing existing water supply inlet and outlet connections, waste coupling, brackets, etc. of the wash basins including cost of minor materials replaced.
6. Rectifying defects and refitting the existing shower roses and anodized aluminium towel rods with brackets similar to existing ones, of required sizes and materials in bathrooms including cost of minor materials replaced.
7. Rectifying defects in disturbed MS/GI/CI clamps, wooden plugs, brackets etc. of existing PVC/AC/GI pipelines and specials including cost of minor materials replaced.
8. Replacing door sills, threshold of doors, with suitable material matching the existing one including cost of minor materials.
9. Making holes in stone/brick masonry and RCC wall of any size, roofs, chajjas etc. to facilitate plumbing works etc. and making good the same wherever necessary.
10. Filling the joints of traps (with M-seal etc.) and cracks/joints/holes of walls, ceilings, kitchen sink/platform, wash

basin, bathrooms, toilets, side of the door frames, sills etc. with suitable sealant, adhesives, cement etc. and pointing of tiles.

11. Refitting the disturbed/fallen tiles in floors, walls, with suitable adhesive including cost of minor materials replaced.

12. Closing the rat holes using broken glass pieces, rodenticides and PCC in the plinth protection/common areas as per requirement, periodically.

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

14. Cleaning of drinking water/pipelines, OH and UG water tanks, rain water lines, waste and soil water pipes, bore well water lines including disconnecting and reconnecting the pipes as per requirements. Fittings and pipes, if change, will be paid extra.

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

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

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

18. Eradicating weeds, shrubs, etc. and removal of plant growth in external and common areas of buildings and on/along plumbing lines periodically by pouring acid/saturated ammonium solution periodically. For external work which involves working at height more than 06 metres from ground i.e. more than 2 storeys, NABARD will pay only for scaffolding separately (not for jhulla, ladder etc.) and decision for erection of scaffolding will be taken by the Site Supervisor/ACT.

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

20. Cutting, threading of GI/MS pipes of any sizes and jointing and applying paint, wherever rectification/replacements are carried out.
21. Rectification of pipes and fittings of any materials (CI, GI, MS, AC, PVC etc.) and sizes, valves, taps, cocks, waste coupling, cowl etc. including cost of minor materials like GI specials, couplings, washers, stems, cowl etc. replaced and setting right dislocated pipelines in proper position/condition and arresting leakage.
22. De -watering any spaces related to maintenance works and upkeep of premises as necessary.
23. Maintenance works and minor repairs like crack filling, patch plaster of broken/damaged portion, etc. to open gutters/drains, platforms, pathways, courts, fencing and compound wall.
24. Earth work related to the maintenance/replacement works.
25. Minor PCC work, brick work, stone masonry work, plaster etc. in patches related to maintenance/replacement works for an area upto 0.1 sq m. For area above than 0.1 sq m, extra payment will be made.
26. The replacement of materials related to above, if any, required to be considered for payment and the works related to improvements, alterations and additions shall be paid for extra separately, subject to terms and conditions, at the rate as per Rate Contract Works and / or Rate Analysis based on the actual site measurements or as per clause no. C8 and C9 of Annexure-III as approved by NABARD”.

### **(B) Scope of carpentry works-**

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

1. Attending to all the complaints mentioned in complaint Register/received in writing relating to Civil, plumbing and carpentry and allied works and rectifying the defects wherever necessary including cost of minor materials (with necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, mobil, M-seal, rubber for stopper, rubber buffer etc. as well as items/works **costing individually upto Rs. 50/-**) replaced in the premises. All the old/unusable/scrap material (which will be created during repair/maintenance work) will belong to contractor and the contractor may give rebate for these scrap materials in the monthly AMC charges as well as ensure removal of same after settlement of its material bill/extra items bill, in case the bill is raised.
2. Repairing wooden paneled/glazed/louvered, flush windows, doors, ventilators, cabinets, shelves, cupboards, pelmets and other wooden members, etc. by cutting and removing the worn out portions, replacing with suitable II class teak wood sections for frames, styles and rails, attending to necessary repairs and adjustments for easy operation of shutters using necessary mongaries similar to the existing one for filling up the holes, if any, in the frames. Replacement of wood, veneer, laminates, door closer and glass will be paid extra. No payment will be made for nails, screws, adhesives etc.

3. Repairing aluminum windows, doors, ventilators, cutting and removing the damaged sections, replacing with suitable aluminium sections for frames, styles and rails, gaskets, attending to necessary repairs and adjustments for easy operation of shutters using necessary mongaries similar to the existing one for filling up the holds, if any, in the walls, Replacement of aluminium section, laminates, door closer and glass will be paid extra. No payment will be made for nails, screws, adhesives, rubber gasket etc.
4. Repairing MS doors, gates, collapsible doors by cutting and removing the damaged portions, replacing with suitable MS sections for frames, shutters, attending to necessary repairs and adjustments for easy operation of shutters using necessary mongaries similar to the existing one for filling up the holes, if any, in the frames. Replacement of MS sections, members and glass will be paid extra as well as for arrangement of welding machines & welder. No payment will be made for nails, screws, adhesives etc.
5. Making holes in stone/brick masonry and RCC wall of any size, roofs, chajjas, etc. to facilitate Civil, plumbing and carpentry works and making good the same wherever necessary.
6. Rectifying and replacing peepholes, safety chains, hooks, hinges, aldrops, tower bolts, knobs handles, door stoppers, hold fasts, bearing, clamps, picture hooks, nails, screws, nylon rope and brackets for cloth drying arrangement etc. , with suitable material like the existing one. For a completely new work or old item replacement costing more than Rs. 50/- each, extra payment will be made.
7. Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities.

**(C)Special Instructions for all Civil, plumbing and carpentry works.**

1. The manpower provided by you shall be available from 10.00 Hrs. to 18.00 Hrs. on all working days and on Saturdays. The deployment of manpower may be flexible and could be changed depending upon the work.
2. You will provide substitutes in case of absentees. **Penalty will be imposed in case of absences as given in the special terms and conditions of the contract.** Contractor may take all necessary measures so that the work do not suffer on account of the absence of its staff and to avoid penalty.
3. **The rate quoted by you for the Civil, plumbing and carpentry work will include the cost of manpower and cost of tools / tackles, etc. only. and the consumables upto Rs. 50/-.**
4. All plumbing and carpentry staff must be suitably trained with experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times. The staff must

be polite and may be trained for the behavior in the office

5. NABARD shall have the right to inspect the stock of materials supplied to you by NABARD as and when it may be fit and proper and you shall be liable to furnish proper accounts for the same.

6. NABARD shall not be responsible to your workers in any manner whatsoever. The behavior of the workers will be polite and no complaint in this regard shall be entertained. Contractor shall be responsible for any complaints in this regard.

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

**8. 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) as adopted by the Bank for Civil, plumbing and carpentry works plus taxes or as approved by NABARD.**

**9. 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 15% towards contractor's overhead profit plus applicable taxes, etc. as applicable or from the quoted rates of lowest tenderer who has executed similar work recently. The final rates (inclusive contractor's profit) of the items will be finalized by NABARD.**

10. 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.

11. 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 will be as under :

<b>Nature of work</b>	<b>Time of completion</b>	<b>Penalty for delay (per complaints per day)</b>
Outside work where scaffolding is required	5 days	Rs.100
Outside work where no scaffolding is required	3 days	Rs. 100
Internal work	1 days	Rs.50
Other work	1 days	Rs.50

12. The minimum nos. of labour and their duty hours and details of working days are mentioned in the respective Bill of Quantities.

**13. The responsibility of engaging sufficient skilled/semiskilled/unskilled works like plumbers, carpenters, helpers, etc. lies with the Contractor for maintenance works, subject to minimum of labours mentioned in the Price Bid/BOQ and Annexure III in view of timely attention and completion of the routine works within the given time frame.**

**14. Penalty clause:** 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.

**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.

**The deduction from the monthly payment will be made based on the absence of labours and also as per the penalty clause in Special Terms and Conditions.**

15. In case of emergency work, no extra payment for working in odd hour will be made.

16. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.

17. 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.

18. The property will be handed over to the Contractor for Civil, plumbing and carpentry 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.

19. 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.

20. The minimum requirement of staff to be deployed by contractor is as under-

S.N.	Requirement of staff	Number	Remarks
1	Plumber	01	Skilled
2	Carpenter	01	Skilled
	Total	02	

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

The details of Bank's premises are as under-

### **Declaration by the Contractor**

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

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

Signature of tenderer/bidder

Name

Organization

Place

Address

Seal

## **SAFETY CODE**

The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilised dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However any lapse in this regard will be viewed seriously.

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.

Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

### **Declaration by the Contractor**

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

Place :

Date : (Signature of the Tenderer)

Address : Name and Seal :

**Annexure-IV**

Draft ARTICLES OF AGREEMENT  
On Non-judicial stamp paper

**AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT**

**THIS AGREEMENT** is made at Raipur on this ..... day of \_\_\_\_\_

**BETWEEN**

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051, 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..... and having its registered office at.....hereinafter referred to as the "**Contractor**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

*(NABARD and the Contractor are collectively hereinafter referred to as "**the parties**")*

**WHEREAS**

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for civil, plumbing and carpentry Services (hereinafter referred to "**the said works**") of its premises at NABARD Regional Office building at Sector 24, Naya Raipur and in its staff/officers' quarters located at sector 27, Naya Raipur hereinafter collectively referred to as "the said Premises") for the period ..... to ....., 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 as "Annexure 1" 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 THIS INDENTURE WITNESSES AS FOLLOWS:**

1. The contract shall commence from 01.04.2019 and shall continue till 31.03.2020 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. ....for a period of one year** to the Contractor for carrying out the said works in the office Premises and **Rs.....for a period of one year** for staff/officers quarters as per the details given in **Annexure VII&VIII**. The rate will remain fixed throughout the entire period of contract i.e. till ..... and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately 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 operationalise 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.

..... 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) 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 I 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.

The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD.

The Contractor’s personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses 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 Shoes, Dress, 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 safety shoes, 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 and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The **CAR** policies are required to be at least for 1.25 times of the contract value.

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

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

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

22. The Contractor shall 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.

23. 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/improper conduct.

24. 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 Maharashtra/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, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.

28. The 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 5<sup>th</sup> day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.

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

30. 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.

31. 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.

32. 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.

33. The Contractor will have to deposit a security amount of **Rs.....(Rupees.....)** for NABARD in the form of DD from a commercial bank covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.

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

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

#### **41. Resolution of disputes**

41.1 This Agreement shall be governed by and construed in accordance with the laws of India.

41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.

41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

*"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.*

41.4 The venue of the arbitration shall be at **Raipur**

41.5 The language of arbitration shall be English.

41.6 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.

42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by

courier.

43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the 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.

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

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

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

Signed, sealed and delivered

Signed, sealed and delivered

By Shri \_\_\_\_\_

by \_\_\_\_\_ Shri

DGM/ GM

For & on behalf of NABARD

the duly authorized signatory for & on behalf of the Contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

### **Annexure-V**

Details of Bank account to be furnished by the contractors/ service providers for effecting payment through ECS (e-payments)

Name and address of contractors/ service providers with phone nos.

1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account number	
5	RTGS/ NEFT/ IFS Code	
6	Type of account (Savings, current, etc.)	
7	PAN Number	
8	VAT Number	
9	GSTIN	

Signature with seal

Please attach (1) one cancelled cheque leaf of the above Bank account and (2) copy of PAN card (3) Good and Service Tax Identification number (GSTIN) (4) Any other relevant document.

## Annexure-VI

### Calculation Sheet

#### (Per Month Calculation as per applicable category)

To be enclosed with price bid/s only. The Annexure should be separate for each price bid.

S. N.	Description	For one Skilled worker	Total for 2 skilled workers
A	Minimum Wages (as per Central Govt./ Chhattisgar Govt., whichever is higher) inclusive of special allowance/VDA		
B	EPF (Employer % portion)		
C	ESI contribution		
D	Bonus		
E	Other charges/statutory payments ***		
F	Sub total (A +B+C+D+E)		
G	Add- Contractors Profit, overheads and eligible material cost for consumables etc.		
H	Total (F +G)		
I	GST		
J	Grand Total (H+I)		

\*\*\* - Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

**Annexure-VII**

**Format for quoting the rates (Price Bid)**



**Annual Maintenance Contracts for Civil, plumbing and carpentry Services at Bank's Office Building at Naya Raipur, Sector24 for the period from .....to.....**

Tender Ref No. : .....dated.....

Name of Agency : .....

<b>S. N.</b>	<b>Description of Work</b>	<b>Rate per month (Amt.  in Rs.) inclusive of all</b>	<b>Amount for 01 (one) year (Rs.) inclusive of all</b>
	<p>For civil, carpentry and plumbing works by keeping <b>01 plumber,</b> <b>01 carpenter</b> as per requirements of the site on all days of a month with 01 weekly off from 10.00 AM to 6.00 PM with necessary tools and minor items such as adhesive, drill machine, nails, nut-bolt, washer, clips, grease, m-seal, rubber for stoppers/stoppers etc. as well as items costing individually upto Rs. 50/- inclusive of insurance cost etc.</p> <p>The contractor and his/her staff will coordinate with Asst. Care Taker (ACT)/ Caretaker of the Bank/Bank's Engineer for effective execution of the works.</p>		
	<b>Total Rates quoted</b>		
	<b>Total rates quoted (Amt. in words)</b>		

**Annexure-VIII**

**Format for quoting the rates (Price Bid)**



**Annual Maintenance Contracts for Civil, plumbing and carpentry Services at Bank's Staff /Officers Quarters Naya Raipur, Sector27 for the period from .....to.....**

Tender Ref No. : .....dated.....

Name of Agency : .....

<b>S. N.</b>	<b>Description of Work</b>	<b>Rate per month (Amt.  in Rs.) inclusive of all</b>	<b>Amount for 01 (one) year (Rs.) inclusive of all</b>
	<p>For civil, carpentry and plumbing works by keeping <b>01 plumber,</b> <b>01 carpenter</b> as per requirements of the site on all days of a month with 01 weekly off from 10.00 AM to 6.00 PM with necessary tools and minor items such as adhesive, drill machine, nails, nut-bolt, washer, clips, grease, m-seal, rubber for stoppers/stoppers etc. as well as items costing individually upto Rs. 50/- inclusive of insurance cost etc.</p> <p>The contractor and his/her staff will coordinate with Asst. Care Taker (ACT)/ Caretaker of the Bank/Bank's Engineer for effective execution of the works.</p>		
	<b>Total Rates quoted</b>		
	<b>Total rates quoted (Amt. in words)</b>		

**Declaration by the Contractor**

We / I have read and understood the Scope of Work, all terms and conditions and requirements of NABARD as detailed in this document for the Civil, plumbing and carpentry AMC works in the entire Office premises / Staff Quarters (both inside and outside ) and we / I have taken into account the above while quoting the rates.

We / I accept all the above points (scope of work and terms & conditions of NABARD and other conditions of work as detailed in NIT, Annexure-I, II, III, IV, V and VI) without any reservation from our / my side, in all respects.

Signature of Authorized Signatory

Name

Designation

Name of Organization

Address

Date

Seal

