

Request for Proposal

Annual Maintenance Contract for providing one technician towards Maintenance, resolution of Issues and Proper Functioning of IP PBX, Biometric Access Control System, Public Address System, CCTV Surveillance System and Building Management System (BMS)

At NABARD, Raipur



NABARD

Name of the tenderer: _____

Address: _____

NABARD

Department of Premises,

Security and Procurement

Regional Office,

Plot No. 01, Sector – 24,

Opposite Central Park, Atal Nagar,

Naya Raipur, Chhattisgarh, Pin: 492101

Email: raipur@nabard.org

**Date of issue of tender
document:**

**11:00 hrs.
on**

**30 September
2020**

Pre Bid Meeting with bidders:	11:00 hrs. on	19 October 2020
Due date and time for submission of tender:	14:00 hrs. on	26 October 2020
Date and time of opening Technical bids:	15:30 hrs. on	28 October 2020

Table of Contents

Item	Description	Page
Part I- Technical & Commercial		
1	Notice Inviting Tender	5-7
2	Form of Tender	8-10
3	Pre Bid Qualification Criteria	11
4	Information to be furnished by the Vendor	12-15
5	Articles of Agreement	16-24
7	General Terms and Condition	25-28
8	Technical Details	29
9	Disclaimer Clause	30
10	Indemnity Bond	31-32
Part II - Price Bid		
11	Bill of Quantities	34

PART - I TECHNICAL & COMMERCIAL

NABARD

**Department of Premises,
Security and Procurement
Regional Office,**

**Plot No. 01, Sector -24,
Opposite Central Park, Atal
Nagar, Naya Raipur,
Chhattisgarh, Pin: 492101
Email: draipur@nabard.org**

Proposal for Annual Maintenance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS)

NOTICE INVITING TENDER

Ref No. NB. DPSP/ /Tenders-1/2020-21

30 September 2020

Sirs/Madams,

Tender – Annual Maintenance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101.

1. Sealed tenders are invited in the prescribed forms in two bid system and as per following details:-

Description of work	Annual Maintenance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101
Place of work	NABARD, Raipur Regional Office, Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101
Estimated cost	Bidders have to submit the price after visit of the site.
Pre-requisite experience	The tenderer should have carried out similar work for Central / State Government / PSU / Autonomous body / Bank/Corporate as indicated on Sl. No. 1 of Pre bid qualification criteria.
Earnest money	If the estimated cost of tender is up to Rs.5,00,000/-, then the EMD amount to be submitted will be 2% of the tender amount. However, if the estimated cost of tender is above Rs.5,00,000/-, then the EMD amount to be submitted will be Rs.10,000/- plus 1/2% of the amount exceeding Rs.5,00,000/- (Subject to maximum of Rs.50,000/-).
Tender form availability	The tender document shall be available on all working days (Monday to Friday) from 30 September 2020 to 25 October 2020 (till 14:00 hrs) During office hours between 10.00 hrs to 17.00 hrs. Tender document can also be downloaded from http://www.nabard.org/tenders.aspx (NABARD website).
Pre-Bid Meeting	At 11:00 hours on 19 October 2020 at NABARD Regional Office, Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101
Date of submission of tender	The last date for submission of tenders shall be up to 14:00 hrs. of 26 October 2020.

Place of submission of tender	The tender shall be dropped in the tender box kept at reception at ground floor of NABARD Regional Office
Date of opening of technical bids	At 15:30 hrs. on 28 October 2020.at the above address.

2. It must be noted that unsealed tenders and / or tenders not accompanied by EMD shall be rejected.
3. The tender should be submitted in a sealed envelope which shall clearly state the subject mentioned herein in bold capital letters in dark ink. The price bid may be sealed in a separate cover and be placed in same envelope.
4. The Technical and Financial Bid should be put in separate envelopes superscripted as technical bid and financial bid respectively and sealed. The Financial Bid of only those who qualify in terms of eligibility criteria will be opened.
5. NABARD reserves the right to reject or accept any tender without assigning any reason and NABARD's decision in all such matters shall be final and binding on all tenderers.
6. The tender is not transferable.
7. The tender shall not include any conditions whatsoever. In case any conditions are included in the tender, the same shall not be taken into consideration and the tender in such cases is liable to be rejected.
8. The agency must be registered and complying with all statutory requirements.
9. Tenders received after the above time and date will not be accepted.
10. NABARD, Raipur does not bind itself to accept the lowest or any tender and reserve the right to reject, negotiate any or all the tenders received and also to split the work without assigning any reason.
11. The tenders shall be valid for at least 06 months from the date of opening of the tenders.
12. Rates in the price bid must be quoted both in the words and figures and in case of discrepancy, rates quoted in words will prevail.
13. The tender documents should be signed on each page by the quoter or his duly authorized representative. Any overwriting, correction or cancellations should be duly authenticated with seal. Tender documents should be accompanied by a certified true copy of an absolute power of

attorney in favor of signatory to the documents.

14. Any discrepancies, omissions, ambiguities or conflicts in contract document or any doubts as to its meaning should be brought to the notice of the bank. The bank will review these and where information sought is not clearly indicated or specific, will issue a clarifying bulletin to all quoters which will form part of the contract documents.
15. The contract shall be binding on the quoter as soon as the acceptance of the Tender is communicated to the quoter by the Bank.
16. The EMD (as derived above) is required to be deposited through NEFT to the following account:

Name of Account: National Bank for Agriculture and Rural Development Bank:
NABARD

Branch Name: Head Office, Mumbai

Account No (VAN): NABADMN29

IFSC Code: NBRD0000002

After depositing the EMD amount, the tenderer is advised to send an email to dpsp.raipur@nabard.org with the details of the transaction.

Regards

(P K Mishra)

Deputy General Manager

Form of Tender

Place:

Date:

**Chief General Manager
National Bank for Agriculture and Rural
Development**

**Plot No. 01, Sector -24, Opposite Central Park,
Atal Nagar, Naya Raipur, Chhattisgarh, Pin:
492101**

Dear Sir,

Annual Maintenance Contract for providing one technician towards maintenance, resolution of issues and proper functioning of IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at **NABARD Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101 .**

Having examined the scope of work and the guidelines relating to the contract for **Annual Maintenance Contract for providing one technician towards maintenance, resolution of issues and proper functioning of IPPBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD, Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101** as specified in the Tender hereinafter set out and visited and examined the site of the work specified in the Tender and having acquired the requisite information relating to the tender, I/We hereby offer to execute the work/s specified in the said Tender at the rates mentioned in the annexure and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of the tender, the articles of the agreement, special terms and conditions and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

1	Description of the works	Annual Maintenance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101
2	Earnest money	If the estimated cost of tender is up to Rs.5,00,000/-, then the EMD amount to be submitted will be 2% of the tender amount. However, if the estimated cost of tender is above Rs.5,00,000/-, then the EMD amount to be submitted will be Rs.10,000/- plus 1/2% of the amount exceeding Rs.5,00,000/- (Subject to maximum of Rs.50,000/-).

3	Period of contract	2 year from date of signing of contract
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I/we hereby agree to abide by the terms and provisions of the said conditions of the contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to National Bank for Agriculture and Rural Development amount mentioned in the said conditions.

I/We have submitted a sum of ₹ _____ - as earnest money with the National Bank for Agriculture and Rural Development, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to the National Bank for Agriculture and Rural Development.

I/We agree not to employ Sub-Contractors other than those that may be approved by the bank. I/We agree to pay Sales Tax, Change in tax if any, Work Contract Tax, Octroi duties, levied by the government, as prevailing from time to time, on the supply of items as laid out in Bill of Quantities including items of additional fitments as per requirement, for which the same are leviable and the rates quoted by me/us are inclusive of the same.

Our PAN No. is _____ (Copy of PAN to be attached). The Names of partners of our firm are:

- (i)
- (ii)
- (iii)

Name of the partner of the firm authorized to sign Or

Name of person having Power of Attorney to sign the contract (certified true copy

of the Power of Attorney should be attached)

Yours Faithfully,

Signature of Authorized signatory

(Signature and address of witnesses)

(i)

(ii)

(iii)

Pre Bid Qualification Criteria

S. No.	Criteria	Supporting document to be submitted
1	Successfully completed at least three similar works whose value is not less than 40% of the estimated cost, ie., Rs. --- lakh, or two similar works whose value is not less than 50% of the estimated cost, ie., Rs. ----lakh or one work whose value is not less than 80% of the estimated cost, ie, Rs. --- lakh of Annual Maintainance Contract for (UPS, DG Set, IP PBX, Access Control System, Public Address System &Conference System, CCTV Surveillance System and Building Management System(BMS) as detailed elsewhere in this tender document for the Private/ Government/ Semi- Government/ Government of India Undertaking, during last 03 years ending 31 March 2020.	Work orders and completion Certificate.
2	Turnover of the firm during last 03 years (year – wise): Annual turnover of the firm during each of the last three years should be at least 50 % of the estimated cost of the tender.	Attach a separate neatly typed sheet on Letter head of Chartered Accountant.
3	Work Experience	the firm should have experience of similar works during the last 5 years
4	Name and registered address along with date of incorporation of the firm	Document issued by Government body such as service tax, shop Act license, Company Registration, etc.

Information to be furnished by the Vendor

1	Name and Registered address	
2	Organizational set up of the firm including names, qualifications and experience of partners / Associates and staff	Details to be furnished in the prescribed proforma (Statement I)
3	Whether Registered (If yes, please enclose copies of relevant supporting documents)	
4	Experience (give number of years)	_____ Years
5	Important large projects executed/On hand during last three year by the firm together with approximate cost of the individual Project. The full postal address of the clients for whom the works have been executed shall also be given.	Details to be furnished in the prescribed proforma (Statement II)
6	Important large projects, if any, completed by the partners prior to joining the firm (these projects shall not be included under 5 & 6 above, but shall be shown separately).	Attach a separate sheet
7	Name and address of the Banker/s of the firm	Attach a separate neatly typed sheet on letter head
8	Proforma for electronic payment	As per enclosed proforma

Note: Please enclose copies of relevant supporting documents, wherever necessary.

Signature of the applicant with
Full address and Office Seal.

Bank Account Particulars of the tenderer

1	Name of Firm	
2	Address of firm	
3	Name of Bank Branch and Address	
4	Bank Code & Branch Code	
5	IFS Code of Bank Branch	
6	Type of Account	(Saving / Current / Cash Credit)
7	Account Number	
8	PAN of firm	
9	Service Tax Registration No.	

Signature of the applicant with
Full address and Office Seal.

STATEMENT - I

List of technical personnel, giving the technical qualification, experience, including that outside the present organization

Sr. No.	Name	Age	Qualifications	Work Experience	Nature of works handled	Name of the projects handled for at least Rs.8.00 lakh*	Date from which employed in the present organization	Indicate special experience, if any
1	2	3	4	5	6	7	8	9

* Please refer Pre bid qualification criteria, Sl.No.1

Mention other points, if any, to show technical and managerial competency to indicate any important point in your favor.

Signature of the applicant with
Full address and Office Seal.

STATEMENT - II

List of Important Projects executed/ ON HAND by the Organization during the last three years costing **Rs. -----and above (strictly complying with Pre bid qualification criteria, Sl.No.1.**

Sr. No.	Name of the Project and location	Nature of work involved in Contract (eg. residential Office, etc.)	Name of the owner, also indicate whether Govt./ Semi-Govt./Govt. of India Undertaking or Pvt. Body with full Address	Project cost in lakhs of Rupees	Completion Period		Any Other relevant information
					Stipulated	Actual	
1	2	3	4	5	6	7	8

Signature of the applicant with Full address and Office Seal.

ARTICLES OF AGREEMENT

This Agreement is entered into this _____ day of _____ (month) _____ between the National Bank for Agriculture and Rural Development [NABARD] having its Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101; hereinafter referred to as "The Bank" and

M/s _____ hereinafter called the 'Contractor'.

Whereas the Contractor has been awarded the Contract for the Annual Maintainance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101.

Consequent upon the Bank accepting its Tender and the Party accepting the Terms and Conditions, Special Terms and Conditions and Memorandum and related items.

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

The Party will provide one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101 for 1 years from the date of signing of agreement at the Bank's Regional Office for consideration of Rs _____ [_____]

WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System (BMS) (hereinafter referred to “**the said works**”) of its premises at NABARD Regional Office building at Sector 24, Naya Raipur hereinafter collectively referred to as “the said Premises”) 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, and to be read as part and parcel of this Agreement and the contractor was awarded the work vide award letter no ----- dated ----- for ----- to -----.

(2) The Contractor had, vide its letter No ----- dated -----, expressed his willingness to continue the AMC at the same terms and conditions **for the period ----- to -----**, which was accepted by BANK and award letter issued vide letter no ----- dated -----.

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

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from ----- (or any other date advised by NABARD) and shall continue till ----- 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. ----- /- per month** to the Contractor for carrying out the said works in the office Premises inclusive of GST. The rate will remain fixed throughout the entire period of contract 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. NABARD will make payments only after the satisfactory completion of the periodic services on monthly basis as indicated in the tender document.

2. The contract may be extended for further period/s after the expiry of the 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 labor 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 5th day of the following month 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 be 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 has deposited a security deposit of Rs----- (Rupees -----) to NABARD which will not bear any interest. 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, 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 or the NIT, the provisions of this Agreement will prevail 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.

46. Penalty Clause

a. In case of absence of any person deployed for the purpose of this contract, if no suitable replacement is provided then deduction will be made from the payments to the successful tenderer

b. Non-attendance or non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the bank to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of the officer of the bank in this regard will be final and binding on the contractor.

c. In case of noncompliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipments attributable to staff or labour deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/ replacement with suitable penalty shall be imposed on the contractor by the bank.

d. In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the inefficiency of the contractor and he has to make good the loss.

e. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company's Name & Logo, embossed/embroidered on it.

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 _____

By Shri

For & on behalf of NABARD

for & on
behalf of the Contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

GENERAL TERMS AND CONDITIONS / INSTRUCTIONS TO THE TENDERERS

Sealed tenders, should be addressed to The Chief General Manager, National Bank for Agriculture and Rural Development [NABARD], Raipur Regional Office, Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101, and super scribed “Tender for Annual Maintenance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD Regional Office at Plot No. 01, Sector – 24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101” and send so as to reach not later than 14:00 hrs -----.

1. The tender forms should be filled in English and all entries must be made by hand and written in ink.
2. Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank’s option. No advice of any change in rate or conditions after opening of the tender will be entertained.
3. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Scope of work, Specifications, Special Conditions, etc., as laid down. Any tender with any document not so signed is liable to be rejected.
4. The tenders submitted on behalf of a Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Similarly in case of a company, only the person authorized by the articles of the company can sign. Otherwise the tender is liable to be rejected by the NABARD.
5. NABARD does not bind itself to accept the lowest or any quotation and reserves to itself the right to accept or reject any or all the quotations, without assigning any reasons for doing so. NABARD also reserves the right to divide the work and award separately amongst the tenderers, without assigning any reason for doing so.
6. Tenderers are advised to visit the site of installation of the Security System and understand the nature & scope of the work and doubts of any nature should be got clarified before quoting.
7. Rate should include : (a) charges for removal of debris out of premises, removing stains, cleaning the site thoroughly and restoring it to original condition where work is undertaken, (b) all Taxes, Duties, Octroi, Levies, Payment of wages as per Act , VAT, (c) Freight & Insurance, and

- (d) all overheads & profits etc.
8. Quoted rate should be workable, and should be firm for the entire contract Period. No variation of rates will be allowed.
 9. The tender is being called as an item rate tender to be quoted against the Bill of Quantity. However, all other materials as may be necessary for the satisfactory work completion are to be provided at no additional cost as
Deemed to have been covered under the scope of work/contract.
Payment will be done in accordance with the Bill of Quantities in Part I
 10. 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. The NABARD will not entertain any claim regarding any dispute in settlement of the bills after the stipulated period.
 11. Income Tax, Surcharge, Service Tax and other taxes as applicable will be deducted from total payment due to the contractors. All payments will be done on line through the NEFT/RTGS, for which the contractor will provide to NABARD the details such as name of his banker, name of the branch, account number, and the IFS Code of the bank branch.
 12. The Contractor shall observe all the safety precautions for the safety of the labour and the employees of NABARD during execution of works. The contractor should arrange to obtain necessary insurance cover for its employees. He would be responsible for the safety of persons, employed by him and loss or damage of the work.
 13. The contractor shall be responsible for injury to persons or things and for damages to the property which may arise from omission or neglect of the contractor or their employees, whether such injury or damages arises from carelessness, accident or any other cause whatsoever, in any way connected with carrying out of the work.
 14. All the conditions of the contract shall be binding on the Contractor during execution of the work.
 15. The Contractor shall comply with all the applicable Acts, Rules, Regulations, requirement of Law (s) for entering into contract and the NABARD will not in any way be liable or responsible for any default/irregularities/penalties on the contractors part.
 16. The contractor shall comply with the provisions of Contract, Labour Regulation & Abolition Act, 1970, Minimum Wages Act and all other labour laws and other Statutory Regulations [both Central and States] that may be enforced from time to time by the appropriate authorities. The NABARD shall not be held responsible for any penalty on account of failure to adhere to the above labour regulations, etc. The contractor should be responsible to fulfil all the obligations in connection with the workers employed by the contractor for the purpose of the contract and all the Statutory and other liabilities if any
Including minimum wages, leave salary, uniform, ex-gratia, gratuity,

ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the contractor account and payable by the concerned contractor.

17. 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.
18. The contractor shall be fully responsible and shall compensate NABARD in the event of any damage to men or material, injury/damage or death as the case may be, his employees or workmen. The decision of NABARD in this regard shall be final and binding.
19. The contractor should not employ any person who is prohibited by law from being employed for fulfilling obligations under this contract.
20. 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 in cash will be viewed seriously and NABARD will have the right to levy damages or fine and/or even terminate the contract forthwith.
21. In case of any default or failure on part of the contractor 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 the contractor and/or by taking recourse to appropriate recovery proceedings.
22. If any dispute arises on any matter concerning this contract, the same shall be settled through mutual discussion. However, if the dispute still remains unresolved, the same will be decided by the sole arbitrator appointed by the Bank as per arbitration and conciliation act and this decision shall be final and binding.
23. 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.
24. The contractor shall not directly or indirectly transfer, assign or sublet the contract or any part of it.
25. The intending tenderers shall pay an Earnest money Deposit [EMD] of Rs (as indicated in table on page 4) by a Demand Draft drawn on a Scheduled Bank, which amount will be credited into the office of NABARD. The EMD will be returned to the tenderer if his tender is not accepted, but without any interest.
26. The EMD paid by the successful tenderers shall be held by NABARD as partial deposit for the execution and fulfilment of the contract. No interest shall be paid on the said deposit.
27. The EMD of the successful tenderer will be adjusted against the Retention Money Deposit [RMD] kept by NABARD.

28. 5% of the quoted amount will be kept as RMD for three years and will be returned to the Party at the end of the standard warranty period of one year followed by two years of annual maintenance contract.
29. The contract may be terminated by NABARD in case the other Party does not adhere to the terms of contract.
30. All disputes arising out of or in any way connected with this Agreement shall be deemed to have been arisen at Raipur and Courts in Raipur only shall have jurisdiction to determine the same.

31. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after opening of the tender will be entertained.
32. All documents that comprise the offer should be duly stamped and signed by authorized person of the firm.
33. The firm will provide necessary training to the designated personnel of
NABARD about the system

TECHNICAL DETAILS

1. SCOPE OF WORK:

The bidder must obtain for himself at his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the building and inspect the site of the work/services with prior intimation to know the nature and extent of work/services and acquaint himself with all local laws, regulations and practice.

Based upon the observation, the bidder will submit the services to be provided by technician to be deployed by the service provider along with the financial bid.

Disclaimer Clause

A disclaimer clause stating the following must be included in the tender/ RFP document:

- a) The tender/RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids/ proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, wherever necessary, may obtain independent advice.
- d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

INDEMNITY BOND

(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri of
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 Plot no 1, Sector no 24, Atal Nagar Nava Raipur Chhattisgarh 492018 and
M/s.....having their
office at on this day of2020.

WHEREAS NABARD have appointed M/s.....as the
Contractor for their proposed work relating to **“Annual Maintenance Contract for
fire fighting work for Office premises– 2020-23”**.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/shereby do Indemnify, and same harmless NABARD against and
from

1. 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,

2. 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.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.

3. 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 of2020.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1)

(2)

Signature of the authorized signatory of the contractor /
Tenderer

TenderFor

Annual Maintenance Contract for for providing one technician for IP PBX, Biometric Access Control System, Public Address System &Conference System, CCTV Surveillance System and Building Management System(BMS)



NABARD

PART II - PRICE BID

**Department of Premises, Security and
Procurement, NABARD, Raipur
Regional Office, Plot No. 01, Sector -24,
Opposite Central Park, Atal Nagar,
Naya Raipur, Chhattisgarh, Pin: 492101**

raipur@nabard.org

**PART – II (Financial
Bid) BILL OF
QUANTITIES**

Annual Maintenance Contract for providing one technician for IP PBX, Biometric Access Control System, Public Address System & Conference System, CCTV Surveillance System and Building Management System(BMS) at NABARD Regional Office at Plot No. 01, Sector -24, Opposite Central Park, Atal Nagar, Naya Raipur, Chhattisgarh, Pin: 492101.

FINANCIAL BID- Schedule of Quantities (Sample)

(A)	Wages				
	Category of staff employed	Minimum number of staff to be employed	Wage rate per day * (Rs.)	No. of days	Wages per annum (Approx.)
1	Skilled	01		30	Rs
(A)	Total				Rs
(B)	Any other charges with explanation ##				Rs.....
(C)	TOTAL OF A & B				

Any other charges may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, Service fee of the Contractor, etc. (If applicable)

*** Latest Wage rates as notified by office of the Dy. Chief Labour Commissioner (CENTRAL), Ministry of Labour & Employment, Government of India for Category A. Applicable as revised from time to time by CLC (C).**

Place :Naya Raipur

Signature of Contractor

Date :

Name and Seal

Address :

Signature of the applicant with full address and Office Seal.