



**NABARD Uttar Pradesh Regional Office**  
**11, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh -226010**  
**Email: [dpsp.lucknow@nabard.org](mailto:dpsp.lucknow@nabard.org)**

**Annual Maintenance Contract for Electrical Installation and Maintenance of  
NABARD Uttar Pradesh Regional Office, in its Office Premises at 11, Vipin  
Khand, Gomti Nagar, Lucknow- 226010 and its residential properties at La  
Place, Hazratganj and Aliganj (Sitapur Road), Lucknow**

National Bank for Agriculture and Rural Development (NABARD) invites **e- tenders on GeM** for Annual Maintenance Contract for Electrical Installation and Maintenance of NABARD Uttar Pradesh Regional Office, in its office premises at 11, Vipin Khand, Gomti Nagar, Lucknow- 226010 and its residential properties at La Place, Hazratganj and Aliganj (Sitapur Road), Lucknow for the period from 01.05.2024 to 31.03.2026 (subject to annual review of quality of services and if found satisfactory). Eligible Firms may log on to Government e- Market Place (GeM), Official website of NABARD i.e. [www.nabard.org](http://www.nabard.org) or the Central Public Procurement Portal i.e. <https://eprocure.gov.in> to download the Tender Document for submitting **the same duly filled on GeM by 28.03.2024**

Date of issue of tender document	07.03.2024
Date and time of pre bid meeting	21.03.2024 at 15.00 hrs
Due date and time for submission of tender documents	28.03.2024 15:00 hrs
Date and time of opening of bids	28.03.2024 15:30 hrs
Retention Money Deposit	5% of final quoted amount as Security Deposit shall have to be deposited with NABARD, till the Defect Liability Period of 1 year from day of the completion of the contract period.

Sign and Seal of tenderer

## CONTENTS

Sr. No	Particulars	
<b>PART I (Technical Bid)</b>		
1	Notice Inviting Tender (Bilingual)	3-4
2	Pre- Qualification criteria-Annexure I	5-6
3	Instruction to Bidders for filling tender document	7
4	Format for Technical Bid and Checklist-Annexure II	8-12
5	Scope of Work-Annexure III	13-18
6	General Terms and Conditions-Annexure IV	19-24
7	Special Terms and Conditions and Safety Code-Annexure V	25-29
8	Format- Covering Letter for submission of bid to NABARD – Appendix I	30
9	Letter of undertaking from the tenderer – Appendix II	31-32
10	Proforma for Electronic Payment – Appendix III	33
11	Pre-contract Integrity Pact (Format) To be executed on Rs. 200 non judicial stamp paper) – Appendix IV	34-36
12	Deed of Indemnity– Appendix V	37-39
13	Reciprocal Non Disclosure Agreement (Format) – Appendix VI	40-43
<b>PART II (Price Bid)</b>		
14	Price Bid /Bill of Quantities	44-47

नाबार्ड उत्तर प्रदेश क्षेत्रीय कार्यालय, 11, विपिन खंड, गोमती नगर, लखनऊ, उत्तर प्रदेश-226010 के कार्यालय परिसर एवं स्टाफ क्वार्टर्स (ला प्लाज़, सीतापुर रोड) में विद्युत स्थापना और रखरखाव कार्य हेतु निविदा आमंत्रण सूचना

**NOTICE INVITING TENDER for Annual Maintenance Contract for Electrical Installation and Maintenance of NABARD Uttar Pradesh Regional Office, in its office premises at 11, Vipin Khand, Gomti Nagar, Lucknow- 226010 and its residential properties at La Place, Hazratganj and Aliganj (Sitapur Road), Lucknow**

1. नाबार्ड 11, विपिन खंड, गोमती नगर, लखनऊ, उत्तर प्रदेश 226010 में स्थित अपने क्षेत्रीय कार्यालय के परिसर एवं स्टाफ क्वार्टर्स (ला प्लाज़, इन्दिरा नगर, सीतापुर रोड) में विद्युत स्थापना और रखरखाव कार्य नामी एवं अनुभवी वेंडरों/सेवा प्रदाताओं से निविदाएँ आमंत्रित करता है।

NABARD invites e-Tenders from Vendor / Service Providers of repute & experience to provide Annual Maintenance Contract for Electrical Installation and Maintenance of NABARD Uttar Pradesh Regional Office, in its office premises at 11, Vipin Khand, Gomti Nagar, Lucknow- 226010 and its residential properties at La Place, Hazratganj and Aliganj (Sitapur Road), Lucknow

2. संविदा प्रारंभ में 01-05-2024 से 31-03-2026 तक रहेगी और नाबार्ड अपने विवेक के अनुसार इसका दीर्घावधि के लिए नवीकरण कर सकता है। तथापि, संविदा को जारी रखना करार अवधि के दौरान नाबार्ड के उपयुक्त प्राधिकारी/समिति द्वारा वार्षिक आधार पर की जाने वाली कार्य निष्पादन समीक्षा के अधीन होगा।

The contract shall be initially for the period 01.05.2024 to 31.03.2026 and it could be renewed for a longer period at the discretion of NABARD. However, continuance of contract will be subject to Performance Review done on an annual basis by appropriate authority/committee of NABARD during the agreement period.

3. इच्छुक वेंडर /सेवा प्रदाता निविदा दस्तावेज को निम्नलिखित किसी भी विकल्प से डाउनलोड कर सकते हैं – सरकारी ई मार्केट प्लेस (GEM) , नाबार्ड की वेबसाइट [www.nabard.org](http://www.nabard.org) /केंद्रीय सार्वजनिक अधिप्राप्ति पोर्टल <https://eprocure.gov.in>

Interested Vendor / Service Providers may download the tender document from any one of these following options – Government e- Market Place (GeM), NABARD's website [www.nabard.org](http://www.nabard.org) or Central Public Procurement Portal <https://eprocure.gov.in>

4. यह ध्यान दिया जाए कि निविदा दो बोली प्रणाली में होगी। विक्रेताओं/सेवा प्रदाताओं को अपनी बोलियां प्रस्तुत करनी होंगी, जिनमें सत्यनिष्ठा समझौते के साथ तकनीकी पहलू और मदवार मूल्य दोनों को शामिल किया जाना चाहिए. (इसे दिए गए फॉर्मेट के अनुसार रु.200/- के गैर-न्यायिक स्टांप पेपर पर निष्पादित किया जाना है और बिडर द्वारा विधिवत हस्ताक्षरित और स्टैम्प किया जाना चाहिए). **सत्यनिष्ठा समझौते के बिना प्रस्तुत की गई निविदाओं को फौरन ही अस्वीकृत किया जाएगा.** सभी अनुबंधों, संलग्नकों, दस्तावेजों सहित बोली सरकारी ई मार्केट प्लेस पर ऑनलाइन प्रस्तुत की जाएगी।

It may be noted that the tendering will be a two bid system. The vendors/services providers are required to submit their bids, containing both technical aspects and the item wise price along **with Integrity Pact (IP) (to be executed on non-judicial stamp paper of Rs. 200/- as per format given duly signed and stamped by the bidder)**. Tenders submitted without IP will summarily be rejected. The bid along with all annexures attachments, documents etc shall be submitted online on GeM Portal.

5. ₹. 80,000/- का EMD एनईएफटी के जरिए निम्नलिखित खाते में जमा किया जाना अपेक्षित है :

**The EMD of Rs. 80,000.00/-** is required to be deposited through NEFT to the following account.

खाते का नाम	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम	NABARD
शाखा का नाम	Head Office, Mumbai
खाता संख्या(VAN)	NABADMN18

EMD राशि जमा करने के उपरांत, निविदाकर्ता को लेनदेन से संबंधित विवरण [dpsp.lucknow@nabard.org](mailto:dpsp.lucknow@nabard.org) पर ईमेल कर देना चाहिए।

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

6. भारत सरकार द्वारा जारी एमएसई अधिप्राप्ति नीति में यथापरिभाषित एमएसई या केंद्रीय अधिप्राप्ति संगठनों के साथ पंजीकृत बोलीकर्ताओं या स्वयं नाबार्ड के पैनल में सम्मिलित बोलीकर्ताओं को बयाना राशि (ईएमडी) जमा करने से छूट दी जाती है. आवश्यक पंजीकरण प्रमाण पत्र की प्रति तकनीकी बोली के साथ संलग्न की जानी चाहिए.

MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empanelled with NABARD itself are exempt from submitting the EMD, a copy of the registration certificate needs to be submitted with Bid documents.

7. इसके अलावा, यह ध्यान दिया जाना चाहिए कि नाबार्ड, उत्तर प्रदेश क्षेत्रीय कार्यालय के वे विक्रेता / सेवा प्रदाता / फर्म, जिनकी तकनीकी बोली अनुबंध I में दिए गए हमारे पूर्व योग्यता मानदंडों के अनुसार उपयुक्त पाई जाएगी, केवल उन्हें ही आगे की निविदा प्रक्रिया के लिए पहचाना जाएगा.

Further, it may be noted that those Vendor / Service Providers / firms, whose technical bid will be found suitable, as per our prequalification criteria, which are given in Annexure I will only be identified for further tendering process.

8. सभी सेवाओं के लिए संभावित वार्षिक भुगतान, जिसकी गणना विक्रेताओं के कोटेशन के अनुसार की जाएगी और यह विक्रेता के चयन का आधार बनेगा.

The likely annual payment for all services together, to be worked out as per the quotes by the vendors, will form the basis for selection of the Vendor.

9. सफल निविदाकर्ता को कार्य सौंपे जाने के 15 दिनों के भीतर प्रारंभिक सुरक्षा जमा (आईएसडी) के रूप में निविदा के स्वीकृत मूल्य (एक वर्ष के लिए अनुबंध का कुल मूल्य) का 2% जमा करना होगा और इसे संतोषजनक एएमसी अवधि की समाप्ति से एक वर्ष एक के बाद वापस कर दिया जाएगा और इस पर कोई ब्याज देय नहीं होगा. सफल निविदाकर्ता की बयाना राशि (ईएमडी), यदि कोई हो, प्रारंभिक सुरक्षा जमा में समायोजित की जाएगी.

The successful tenderer will be required to submit @2% of the accepted value of tender (total value of the contract for one year), as initial security deposit (ISD) within 15 days of award of work and shall be refunded after One year from the expiry of the satisfactory AMC period and will not bear any interest. The Earnest Money Deposit (EMD) of the successful tenderer, if any, shall be adjusted towards Initial Security Deposit.

10. निविदा के स्वीकृत मूल्य के 5% की कुल वसूली राशि तक प्रत्येक ऑन-अकाउंट बिल से 5% की दर से रिटेंशन मनी डिपॉजिट (आरएमडी) वसूल किया जाएगा. आरएमडी का निर्धारण करते समय, बैंक के पास पहले से मौजूद ईएमडी/आईएसडी को ध्यान में रखा जाएगा. ईएमडी/आईएसडी और आरएमडी के साथ मिलकर सुरक्षा जमा का गठन होगा. आरएमडी एक वर्ष की दोष देयता अवधि पूरी होने के बाद जारी किया जाएगा और इस पर कोई ब्याज देय नहीं होगा. यदि ठेकेदार अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है या कार्य/सेवा पूरा करने में विफल रहता है तो सुरक्षा जमा राशि जब्त कर ली जाएगी.

Retention Money Deposit (RMD) at the rate of 5% will be recovered from each on-account bill till the total recovery amount of 5% of accepted value of the tender. While determining the RMD, the EMD/ISD already with the NABARD shall be taken into account. The EMD/ISD together with RMD will constitute Security Deposit. The RMD will be released after completion of Defect Liability Period of One Year and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.

11. पूर्व-योग्यता मानदंड, "तकनीकी बोली" का प्रारूप, कार्य का दायरा, नियम और शर्तें, पूर्व-अनुबंध सत्यनिष्ठा समझौता और

"मूल्य बोली" का प्रारूप इस निविदा दस्तावेज़ के साथ संलग्न है।

The Pre-qualification criteria, format of "Technical Bid", Scope of Work, Terms and Conditions, Pre- Contract Integrity Pact and format of "Price Bid" and covering letter (Appendix-I) are enclosed with this tender document.

12. नाबार्ड बिना कोई कारण बताए किसी भी या सभी प्रस्तावों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और उसका निर्णय अंतिम और सभी के लिए बाध्यकारी होगा।

NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.

पत्राचार के लिए पता

### **Address for Communication**

मुख्य महाप्रबंधक

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक (नाबार्ड)

उत्तर प्रदेश क्षेत्रीय कार्यालय

11, विपिन खण्ड, गोमती नगर, लखनऊ-226010

The Chief General Manager

National Bank for Agriculture and Rural Development (NABARD)

Uttar Pradesh Regional Office

11, Vipin Khand , Gomti Nagar, Lucknow- 226010

हस्ता/-

(वि कु रोहिल्ला)

उप महाप्रबंधक

## Annexure- I

### PRE-QUALIFICATION CRITERIA

**1. The contractors should meet following qualification criteria:**

(1.1) Minimum 7 years' experience (as on 31.03.2023) in the field of Electrical Installations and Maintenance, which include all the activities as listed in scope of work and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/NABARD/Govt. Office.

(1.2) The bidders should have carried out similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than the amount as given in following table:

SN	Experience Criteria	(Rs. Lakh)
1	1 similar work during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. >>>> (80% of Contract Value)	32.00 Lakh
	OR	OR
2	2 similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. >>>> (50% of Contract Value)	20.00 lakh
	OR	OR
3	3 similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs. >>>> (40% of Contract Value)	16.00 Lakh
<b>Note 1:</b> to obtain the realistic value of work during the previous years, cost index @5% per year per work shall be added over the actual cost of executed works to calculate the value of works as on 31.03.2023.		
<b>Note 2:</b> Similar works mean those works as indicated in scope of work in Annexure III		

**2.** The tenderers should have Annual Turnover as given in the following table during the last three years ending **31 March 2023** supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.

S.N	Turn over Criteria	(Rs. Lakh)
1	Annual Turnover during last three years ending 31.03.2023 should be (30% of Contract Value)	Rs. 12.00 lakh per annum

**3.** The Contract will be given to the tenderer who has their registered own office preferably within the city / suburban areas of Lucknow or within the state of Uttar Pradesh and are able to establish the same fact. **Tenderers failing to establish their registered office in Uttar Pradesh will be summarily rejected.**

4. Tender shall be accompanied by a copy of each of the documents listed below,
- Proprietorship Firm/Partnership Firm/Company Registration Certificate
  - MSME Registration Certificate
  - Registration under Contract Labour Act/Labour Department
  - Registration under Shops and Establishments Act.
  - MSME Registration Certificate
  - Registration under Contract Labour Act/Labour Department
  - Registration under Shops and Establishments Act.
  - Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm
  - List of eligible work executed during last seven years
  - PAN Card
  - Income Tax and GSTN Registration
  - Registration under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948.
  - An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax.
  - Particulars of bankers & Bank account details.
  - Details of work experience shall be supported by work orders and corresponding completion certificates.
  - The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
  - Details of works on hand
  - Audited final accounts of the business of the contractor for last 3 years duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.  
If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.
5. The tenderers **should have** applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Labour Department, Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.
6. Tenderers should have a current bank account with a scheduled commercial bank.
7. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.
8. The electricians should have passed the minimum educational qualification of 10th standard and should possess Electrical Supervisor and Wiremen Permit (certificate copy to be enclosed)
9. The helper should have passed the minimum educational qualification of 10th standard (certificate copy to be enclosed)
10. They should have adequate experience and knowledge in their respective works.
11. Tenderers who fails to submit the following certificates from current/last employer(s) will be treated as ineligible and such bids will be summarily rejected.
- Successful Completion of last work and/
  - Employer's satisfaction with the current work in hand
  - Self-Certification that No show cause/blacklisting has been issued by any employer or any government agency the past.
  - An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax.
12. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so. If the space in the application form is insufficient for furnishing full details, such information should be supplied on a separate sheet duly signed by competent authority.
13. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.
14. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
15. 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.

## **Instructions for filling the tender**

1. All the pages of the Tender Document shall be signed by the Tenderer (Authorized Person).
2. NABARD takes no responsibility for delay / non submission/ non uploading of quotations/ Tender Documents on the website for whatsoever reasons
3. The last date of submission of e-Tender on GeM Portal is on or before **15.00 hours on 28.03.2024 and Bids will be opened at 15:30 hours on 28.03.2024**. Revision in date and time, if any, would be duly communicated.
4. Bids submitted by unauthorized agents and Offline/FAX/Telegraphic bids shall not be entertained/ considered.
5. Rates should include all items/works pertaining to the AMC for Electrical Installation and Maintenance in office premises and staff quarters (at La Place, Hazratganj and Sitapur Road, Lucknow)of NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs or any other authorized official of NABARD, the bill will not be accepted.
6. Rates should be filled in the Tender neatly and no overwriting shall be made on the uploaded documents. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If ANY 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.
  7. 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.
    - 7.1 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.
    - 7.2 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.

### **DECLARATION BY THE CONTRACTOR**

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

Place :

(Signature of the Tenderer) Date

Name and Address

Seal :



## Annexure- II

### FORMAT OF TECHNICAL BID

<b>Particulars</b>	<b>Details to be submitted by the bidder</b>
( A ) Name of the firm and Composition of the Firm	
Full particulars (whether the Tenderer is an individual /Proprietorship Firm / Partnership Firm / Company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association /Power of Attorney/ any other relevant document.)	
(a.1) Registered Head Office Address and Address in Lucknow	
(a.2) Year of establishment/Registration and Act under which registered	
(B) Work Experience  (Details of work experience supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / Public sector NABARDs / Government department / Semi Govt. department / Other Public Sector Undertakings / private NABARDs / Private sector / housing societies at any other Centre should also be given.)	
(C) Credit worthiness of the Tenderer & Turnover during the specified period  (Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and Turnover for the last three years ending 31.03.2023.)	
(D) Name(s) and address(es) of the Tenderers and their present contact executives  (Written information about the names and address of their bankers along with full details like names, postal address, e- mail IDs, telephone (landline & mobile No.s), Fax No. etc of the	

contact executive (i.e. The persons who can be contacted at the office of their bankers by the NABARD, in case it is so needed) should be furnished.)	
(E) Details of NABARD accounts  (Full particulars of their NABARD accounts, account No., type of account, account opening date etc. should be furnished.)	
(F) Name(s) and address(es) of the Clients and their present Executives (Written information about the names and address of their clients along with full details like names, postal address, e- mail IDs, telephone (landline & mobile No.s), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed should be furnished.)	
(G) Litigation & civil suits  (The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)	
(H) Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration	
(I) Details of Registration with Provident Fund, Labour Authorities, ESIC, if any.	
(J) Whether registered for GSTN/ service tax purposes. <b>If so, Also furnish relevant copies.</b>	
(K) Whether registered in the panel of other offices of NABARD and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.	
(L) MSME Registration Certificate, if applicable	

### 1. Details of Key Administrative Personnel

Sl.No	Name	Designation	Qualification	Professional Experience	No. of years associated with the firm


**PREVIOUS EXPERIENCE**

**i)** List of important works executed by the firm during last 7 years with experience in executing works of similar nature i.e. Maintenance of Electrical Installations. Please arrange to provide value of job, approximate area of each contract where Maintenance of Electrical Installations was/ is being undertaken and the year of AMC along with copy of work orders, performance certificates / completion certificates.

**Please note that the details furnished should be for Maintenance Contracts of similar nature and not for the installation/construction/project works.**

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

**ii)** List of important works **on hand** costing Rs. 5.00 lakh and above with experience in executing works of similar work i.e. annual maintenance contract for Maintenance of Electrical Installations.

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

**Details of Personnel with Experience of Maintenance of Electrical Installations**

1. List of Personnel experienced in Maintenance of Electrical Installations, giving details about their academic/technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

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


**2. List of available tools and equipment.** (Please attach extra sheets if required).

S.No.	Name of tools/ Equipment and Accessories	Total No. of units	No. of units can be spared for NABARD's work
(1)	(2)	(3)	(4)

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

**4.** No. of supplementary sheets attached

**Declaration by the Contractor**

We / I have read and understood the terms and conditions for the Electrical Installations and Maintenance as indicated in Notice Inviting Tender (NIT) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date :

:

Address

Name and Seal:

**Signature of the Tenderer with seal & date**

**CHECK-LIST FOR TECHNICAL BID**

<b>Sr. No.</b>	<b>Documents asked for</b>	<b>Whether Placed or Not</b>
1.	A) Bid Security of Rs. (Rupees in words) in the form of e-payment	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a company/ partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on own Letter-Head as per format Prescribed on Appendix II	
4.	Self-attested copy of the PAN card with copy of cancelled cheque for KYC compliance.	
5.	Self-attested copy of GSTIN Registration	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Valid Contractor License issued by Government of Uttar Pradesh	
8.	Self-attested copy of valid Employees Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
11.	Proof of experiences of last seven financial years as specified in the Notice Inviting Tender along with satisfactory performance certificates from the concerned employers.	
12.	Annual returns of previous three years supported by audited balance sheet for FY 2022-23, 2021-22 and 2020-21. If audited financial statements for FY 2020-21 are not available, then audited financial statements for FY 2019-20 may be submitted along with 2020-21 and 2021-22 statements	
13.	Signed and scanned copy of Pre Contract Integrity Pact mentioned Appendix-IV on Rs. 200 Stamp Paper. (softcopy to be uploaded with Technical Bid)	
14.	Proof of having establishment in Lucknow or suburbs in Lucknow.	
15.	Certificate of Educational Qualification	

**Signature of the Tenderer with seal & date**

**Place:**

## Annexure- III Scope of Work

NABARD UP Regional Office is desirous of assigning the Installation and Maintenance operations of entire Electrical System of its Regional Office at 11, Vipin Khand, Uttar Pradesh and Staff Quarters located in La Place, Hazratganj and Aliganj, Sitapur Road in Lucknow to a 'A' Class Licensed Electrical Contractor.

### Details of Location of Regional Office and Occupancy of Staff Quarters as on 01 February 2024

Sr. No	Location of Regional Office	Area	Floors
1	11, Vipin Khand, Gomti Nagar	Approx. 6786 sq.m	06 floors and basement
Sl. No.	Location of Staff Quarters	Total no. of Flats	No. of occupied flats
1	"B" Block at La Place, Hazratganj, Lucknow	15	9
2	Sector D/S, Sitapur Road, Aliganj, Lucknow	36	3

**Apart from complaints received from residents/occupied flats, the electricians and helper will attend to the required repairs in vacant flats as instructed and under the supervision of CT/ACT NABARD.**

#### I. REQUIREMENTS TO BE FULFILLED BY THE CONTRACTOR

- The Contractor is responsible to provide services of qualified and well experienced personnel, who can independently handle, operate and maintain electrical installations as per the terms & conditions and scope of work of this tender. If required, the work force to be deployed will be screened for technical capability by NABARD to ensure the deployment of suitable candidates by the contractor.

The Contractor shall arrange to execute operation and maintenance services only through qualified electricians who are permitted to work on electrical installations by appropriate competent authority and as per IE (Indian Electricity) Rules 1956.

- The contractor is required to post electricians and helpers round the clock in office premises who will work on shift basis. The total number of required staff therefore for the office premises would be 03 electricians and 03 helpers (One Electrician and One Helper per Shift). The contractor shall arrange for suitable relievers to ensure 04 days paid holidays a month for each employee.
- 02 Electricians on shift basis shall be deployed separately for staff quarters in La Place, Hazratganj. The Electrician may visit Aliganj Staff Quarters in Sitapur Road on alternate days and as the requirement arises (The contractor shall arrange for suitable relievers to ensure 04 days paid holidays a month for each employee)

Morning Shift: 6.00 AM to 2.00 PM

Afternoon Shift: 2.00 PM to 10.00PM including Visit to Aliganj Staff Quarters, Sitapur Road on Monday, Wednesday, Friday and Sunday

*The workers shall be available in specified shifts 7 days week, 365/366 days a year without any gap to take care of the installation and attend to the items of work for which tender is being called.*

2. A full time supervision by the Supervisor at site is compulsory during any maintenance services, which shall strictly comply to relevant I.E., rules.
3. The contractor shall make his own arrangements to provide alternative supervisor/electricians/wireman/pump operator and helper on the day when regular staff is absent.
4. The contractor shall identify and intimate all deficiencies within one month of the start of the contract and advise NABARD.
5. All types of Electrical Maintenance works including repairs/preventive maintenance works shall be carried out by the electrician/wiremen on duty. This shall also include cleaning of all the electrical installations including meter boards, staircase/compound area, bulbs, tube lights, fans and fittings, etc.
6. The electricians hired shall visit the whole premises on a daily basis and report for any repairs/works to be carried out in writing to the ACT/CT/any other authorized official of the bank.
7. Operation / Maintenance of other services viz. Air Conditioners, PA System Operations, Fire Fighting, Lifts, Pumps, and Telephones will, however, be assigned to respective agencies. It shall be the responsibility of the Electrical Contractor to ensure uninterrupted supply upto Distribution Panel of respective agency.
8. The Contractor shall provide proper uniform, shoes and other safety gadgets like hand gloves, raincoats etc., for the service provider engaged by him during Operation and Maintenance services at site.
9. The day-to-day operation of the D.G. Set is under the scope of the contract. Diesel/Other consumables would be supplied by NABARD UP RO through the respective AMC Contractor.
10. All electrical utilities meant for use in site shall be maintained in good condition so as to ensure interruption-free operation all the time.
11. The contractor shall also provide necessary screws, batten clips, fuse wire, insulation tape, rubber packing, gland dori, cotton waste etc., individually costing upto Rs. 150/- required for the repair works within the quoted rates. However, materials like cost of switches plugs, bulbs, tubes, chokes and other electrical accessories/unforeseen items shall be reimbursed by NABARD UP RO as per requirement. The materials to be used on the works must be conforming to relevant BIS/s specification wherever applicable. However, before using any new material in the work, the same shall have to be got approved from the NABARD UP RO's officials.
12. The material of approved makes shall be supplied to NABARD UPRO by the Contractor at 10% discount on MRP.
13. The Contractor will collect the complaints from the complaint register provided by NABARD UP RO and kept at reception/sub stations and attend to the same on the same day & obtain

certification from respective department/residents/ etc. The on job sheet for individual complaint of complicated nature and beyond the scope shall be reported back immediately to NABARD UP RO. Contractor will maintain a proper record indicating reasons for not attending to any particular complaint within time schedule.

14. The wireman/electrician shall also attend to any other electrical repair/preventive maintenance job as may be felt necessary by NABARD UP RO for its other premises located in Lucknow at charges approved for the works in office premises/staff quarters in La Place, Hazratganj and Aliganj, Sitapur Road.

**Following are some of the common types of defects requiring rectifications.**

- Repairs and replacement of switches, sockets, control accessories, lamp shades, wires and required electrical accessories in the Office Premises.
  - Repairing/Replacement/Fixing of light fittings, ceiling and pedestal fans, exhaust fans, switches distribution boards, street and compound lights. Replacement of main switches, regulator, chokes, starters, tubes, distribution boards, control switches, socket outlets, holders, motor starters, parts, etc. in the campus.
  - Detection of faults in tube light fittings, other light fittings, fans exhaust fans/pedestal fans, regulators, main panel, other panels including rising mains DB's, MCB's ELCB's Capacitors etc. Detection of faults in all types of wiring such as CTS, surface conduit, cables, etc. and rectifying them by removing the defective wiring as required. In concealed circuit system of wiring where old conduits are damaged rewiring shall be carried out either through surface conduits or wiring as directed under cables fault and its repairs. Termination/glanding of power cables including joint making will be included in contractor's scope.
  - Minor repairs to Storage/Instant type Geysers, such as checking/replacement of thermostat, heating coil, wiring, safety vale etc. inclusive of removing and refixing of Geysers, if required. Material will be supplied by NABARD UP RO.
  - Removal of defective pedestal and ceiling fans, exhaust fans and refixing them back after repairing. Fixing new fans including the Exhaust fans/Ceiling fans.
  - Minor repairs to ceiling/wall mount/pedestal fans i.e. change of the capacitor, bearings, wiring, oscillating mechanism etc. overhauling and greasing / oiling as required. Material viz bearings, capacitor etc. will be supplied by NABARD UP RO.
  - Repairs to Mercury/Sodium Vapour/Halogen fittings mounted on the building/poles including replacement of MV / Sodium / Halogen lamps, accessories and repairs of cables.
15. The contractor will provide experienced staff/workers. In the eventuality of a breakdown in the power system, he should endeavor to restore supply in the shortest possible time, do liaison work with Electricity Department, as and when required. No additional payment will be made separately for such an eventuality except for materials which may be used.
  16. Repairing of fault in U/G cables including digging of earth and refilling of earth is to be arranged by the contractor. However, any material etc. needed will be provided by NABARD UP RO.
  17. All complaints shall be attended to immediately on receipt of complaints/information. If, however, a complaint remains unattended merely due to negligence of contractor's staff, the same shall be got done through a different agency at contractors cost and recovered from his bill.
  18. It will be the responsibility of Contractor to liaise with electricity supply agency and other specialist agencies, whose services may be essential and required for the smooth



operation/maintenance of equipment installed. Cost, if any, on account of such services shall be borne by NABARD UP RO, provided such services are warranted not because of faulty workmanship or defective equipment, which otherwise shall be borne by Contractor.

19. It is responsibility of Contractor to provide necessary tools / tackles including safety gadgets and consumable like PVC tapes, fuse wires free of cost to his workmen.
20. Periodic maintenance of flycatchers periodically as given below:
  - Daily Checking of flycatchers
  - Replacement of tube or repair if any may be carried out immediately in case any fault is noticed.
  - Periodical cleaning of collection tray of flycatcher machine.
21. The contractor must attend emergency complaints/other breakdowns as and when required during the contract period to ensure smooth functioning and availability of power supply and no extra charges for technical consultancy, labour, T&P etc. shall be paid for the same. Rates quoted by the tenderer should provide for such requirements.
22. The contractor shall provide the services of electrician having valid licence and who will look after day to day complaint during the duty hours on all seven days of the week. The weekly off days, if any, shall be decided by the NABARD. The contractor shall arrange for all necessary tools, ladders, drill machines, multi meters, meggars, testers etc., required for the quality maintenance of the work. The contractor shall provide necessary screws, batten, clips, fuse wire, insulation tapes etc. equipment like ammeter, voltmeter and other essential instruments, required for the repair works within the quoted rates. The contractor shall also provide and maintain at his own cost all required tools, tackles and measuring instrument at site.
23. **The Electrician shall attend the duty timings as decided by the NABARD. He shall collect complaints from the Caretaker/ Assistant Caretaker or from the complaint register and attend the same on the day. The complaints of complicated nature and beyond the scope of work shall be reported back immediately to the Caretaker/ Assistant Caretaker/Protocol and Security Officer/Bank's Authorised Officers**
  - All complaints shall be attended to immediately on receipt of the complaints/information within 24 hours.
  - The electricians/wiremen posted by the contractor shall be capable of repairs of all Electrical Gadgets like fan, exhaust fans, fittings, heaters, Geysers, wiring, cabling, luminaries, fittings and related items. He should have knowledge of functioning/operation/repair of H.T. lines, transformer, H.T. VCB, ACB etc. The electrician so employed shall be well versed with functioning of LT Panels including AMF panel, APFC, DG set etc.
  - The contractor shall make his own arrangement for providing mechanics/wiremen/electrician and helper (as and when needed) on the day when the regular staff is absent. In case of major failure, the contractor shall provide the required number of electrician/helpers/supervisors to rectify the fault immediately on receipt of communication from the NABARD.
24. The staff deployed should be free from all diseases. illness, healthy, neat, clean and presentable at all times.
25. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of the NABARD. **The staff deployed will not be changed without approval of NABARD.**

## 26. List of Plant and tools to be mandatorily deployed at Site by the Contractor

Sr. No	Particulars	Quantity
1	Cable fault locator (LT )	01 unit
2	Chain pulley block with Tripod	01 set
3	Wire rope	100 meters
4	Jute rope	100 meters
5	Lux Meter	01 unit
6	Hydraulic crimping tools (500 mm)	01 unit
7	Megger-500 volts/2500 volts	01 unit
8	Avometer / multi meter:	01 unit
9	Tong tester: (Grip up to 400 mm)	02 units
10	Earth Resistance Tester: 1 unit	01 unit
11	Wrench set/plumbing set of wrenches/pliers	02 sets
12	Insulated rubber gloves (1100V)	06 pairs
13	Rubber shoes	06 pairs.
14	500 V insulated Pliers	06 units
15	Test lamp holders	06 units
16	Drilling machine	02 units
17	Drilling machine (hammer type)	01 units
18	Sling Psychrometer	02 units
19	Aluminum Ladder (4 step)	01 unit
20	Aluminum Ladder (8 step)	01 unit
21	Torch & batteries: 04 units.	04 units

*\*The list is indicative. The tools and quantity may be increased as per requirement.*

## II. GENERAL NATURE OF WORK

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

- Maintenance and Repair of all Electrical installations in NABARD's Office Premises (11, Vipin Khand, Gomtinagar, Lucknow) and Staff Quarters at La Place, Sitapur Road and including compound lawn, staircase, cabins and work stations, pump house, store/record rooms substations, server rooms/computer centre, elevators, basement and common area.
- General Cleanliness of the substation/equipment installed, cleaning of panels.
- Maintenance of Electric Sub-station which comprises of transformer, Main panel, APFC panel, AMF panel cables, indicator bulbs, ACB switches, lighting in sub-station including oiling, greasing, cleaning of main LT panel, cable alleys etc., checking and general functioning of transformer, maintenance of a log book for maintenance operations for each unit including cleaning. The rate quoted in Price Bid shall include cost of changing minor parts viz. Lubricants, nuts, bolts, cleaning materials, etc.
- The person(s) deputed for sub-station job should:
  - a. Know how to treat the person suffering from electric shock / burn etc.
  - b. Be able to operate fire extinguishers.

c. Make himself familiar with the electrical power distribution drawings, the switches controlling various loads and its importance.

d. Clearly understand what is to be done in case of an emergency. This should be done in consultation with Engineer – in – Charge/any other authorized official of NABARD.

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

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

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

### **III. SCHEDULE OF WORK**

#### **A. GENERAL AND PREVENTIVE MAINTENANCE**

##### **Daily:**

1. Round the clock operation and operational maintenance of electrical system of entire office premises and staff quarters.
2. Checking for mechanical/electrical faults, operations/preventive maintenance of electrical system of entire office premises and staff quarters.
3. Checking of sub-station, electrical panels, water supply pumps, pump station panels, with relays and instrumentation (such as CDG 31/61, U/V auxiliary, metering RPF etc. Maintaining log books supplied by the bank for all sub-stations, and record the reading. Complaint registers will also be supplied by the bank for recording day to day complaints and to attend the same.
4. Operation of ventilation exhaust fans installed in the sub-station and other areas
5. Cleaning and dusting of L.T. panels board. Water supply pumps, generator and all electrical machinery installed in the sub-station and pump station.
6. Checking for over-heating/abnormalities of bearing terminals, connections, cable of all motors, pumps and panel etc.
7. Checking for overheating/sparking other abnormalities of resistance type starters and carbon bushes of commutator motors.
8. Maintenance of record of running hours of generator and water supply pumps.

9. Attending alarms, resetting and removing faults for smooth power supply.
10. The Supervisor / Operator posted at substation shall keep daily records of KWH / KVA / KVARH / PF / Voltage / Current of incomer HT panel as well as the LT panels in the sub-station, including water supply pumps operation log-book in the Log Sheet provided in Substation by NABARD UP RO. (Separate records of Substation Meters provided in Main LT Panel shall be maintained, including the records of D.G Set operation in separate Log Book)
11. Maintenance of battery charger and batteries for D.G Set, procurement expenditure of which shall be borne by NABARD UP RO.
12. Maintenance of Log book of DG Set operation and fuel consumption
13. Visiting Officer's Quarters at La Place and Aliganj, Sitapur Road to check the electrical installations and attend to the complaints and repairs submitted by residents on alternate days. The work may be carried out under the supervision of ACT/CT of NABARD UP RO

### **Weekly:**

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

### **Monthly:**

1. Cleaning of switch boards, fans, lights etc.
2. Blowing out the dust of all motors, cables, panels and all electrical equipment etc.
3. Checking of all safety control operation and also the set points of all controls such as overload relays, CT coils, power factor systems, capacitor NABARDs, batteries and single-phase presenters.
4. Checking and cleaning of water pumps.

5. Oiling and greasing of water supply pumps and exhaust fans and all motors and fans installed in the substation
6. Checking and operation of all indicating lights/volt meters/ampere meters and alarm system.
7. Checking for oil leakages, relays, marshalling box, cable boxes, joints and cleaning of transformer installed in substation etc.
8. Energy meters are installed at residential flats by NABARD UP RO. Recording of flat-wise energy meter reading on the last day of every month and submission to Premises Department, NABARD UP RO

#### **B. MAINTENANCE OF PUMPSETS**

- The job includes monthly servicing like oiling, greasing, cleaning, replacement of worn-out gland packing, tightening of loose parts, checking of bearing temperature, replacement of worn-out rubber bushes, cleaning of starter and switch contacts, oiling / greasing of the moving parts of switch and starters, testing overload, minor repairs and call back services. As a whole the contractor has to maintain all pump sets in good running condition. The contractor shall supply rubber packing / gland dori as per requirement at his own cost.
- The items like replacement of wheel valve, non-return valve and foot valve, whole pump set, bearing, pipeline, additional electrical / piping / mechanical works, repairs / rewinding of pump motor, replacement of pump bushes, impellers, shaft, shaft keys, motor fan, replacement of unserviceable switch and starter parts like over load contacts, solenoid coil, timer, fuses, shall not be included in the maintenance contract. For the items not covered under maintenance contract the contractor shall not attend any such work without prior approval in writing from the office.

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

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

#### **D. REFILLING OF DIESEL FOR 250 KVA GENERATOR**

The usage of Diesel during functioning of 250 KVA Generator in NABARD UP RO is estimated to be 53.30 litre per hour. The successful vendor shall refill the Diesel periodically and claim reimbursement from NABARD as per actual usage in a particular month.

The reimbursement shall be at the fixed rate of 53.30 litres X actual hours of GenSet running X the prevailing diesel rate plus 3% service charge.

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

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

#### **E. SERVICING AND TESTING OF TRANSFORMER AND ELECTRIC PANELS ONCE A YEAR**

1. The contractor shall mandatorily conduct testing of transformer and electric panels once a year as per the schedule of work given below with prior intimation to and approval of NABARD UPRO.
2. The lumpsum cost of testing of transformer and electric panels may be quoted in the price bid. The rate quoted by the successful vendor will remain valid for the contract period and no increase proposed by the contractor will be accepted.

Sr. No .	Particulars	Qty
1	Servicing and overhauling of 11 K V VCB including the following: a) Closing Mechanism b) Tripping Mechanism c) Indication and annunciation d) Operation manual and protection trip through relay. E) Spring charging motor ,automatic operation and manual operation f)Automatic operation of automatic operation and manual operation g) rack In rack Out machanism I) 1/C+2O/G	3
2	Testing of 11 KV VCB including setting of CTR Calibration Of realy according to load current ,earth fault over load and short circuit faults ,tripping of VCB by primary Injection on set ensuring healthy protection .	3
3	Servicing and overhauling of 0.4 KV 1000 ASMP 03 Nos ABC`s including Following - a) Closing Mechanism b) Tripping Machanism c) Indication and annunciation d) Operation manual and protection trip through relay. e) Spring charging motor ,automatic operation and manual operation f)Automatic operation of automatic operation and manual operation g) rack In rack Out machanism i) 1/Cno 1+ BC+1/Cno.2)	3
4	Servicing cleaning of all Transformers tightening of all bolt and nuts of radiators 04 nos LT Bushing and 03 nos HT Bushing , top cover plate, buchholz pipe line flanges etc.	3
5	Testing of 11/0.4KV ,250 KVA Voltamp Make T/F Including Followings Tests:- a) Insulation Test By 10 KV meager b) Open Circuit /Ration Test c) Short Circuit Test. d) Magnetic Balance Test. e) Magnetization Current Test.	1

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

## **F. Cleaning of Chimneys**

Half Yearly Deep Cleaning of 12 Kitchen Chimneys (the number may be increased as per requirement) located in Officer Flats at B Block, La Place Staff Quarters, Hazratganj, through authorized vendors only.

The expenditure incurred may be reimbursed along with 3% service charges, on production of invoice of actual expenses.

### **Note:**

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

## **DECLARATION BY THE CONTRACTOR**

We / I have read and understood the Scope of Work and special terms and conditions for the Electrical Maintenance AMC works in the office premises and staff quarters at La Place and Aliganj, Sitapur Road 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 the Tenderer:

Name and Seal:

Place:

## Annexure- IV

### General Terms and Conditions

1. **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.**
2. **The Annual Maintenance Contract envisaged to be from 01 May 2024. However, it may be executed on an earlier/a later date on the mutual concurrence of the successful tenderer and NABARD UP Regional Office.**
3. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and would remain firm for the entire Contract Period. **No increase in rates will be allowed** during the entire Contract Period on this account.
4. Monthly payments will be made by the contractor to the contract staff deployed in Office Premises of NABARD UP RO in their bank accounts, before seeking reimbursements from NABARD wrt Electrical Installation and Maintenance Services in NABARD UP RO.
5. AMC Charges will be paid by NABARD based on the bills submitted and certified by Care taker/any other authorised bank's officer to the effect that the works / complaints recorded in the registers are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the Caretaker or any authorized Bank's Officer after completion of the respective works on the job sheet as per the formats enclosed/given for respective work and should submit all these with the bill.
6. 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.
7. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
8. 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 UP RO.
9. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy) for his employees at his cost and should be responsible for the safety of persons employed by him.** The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least for 1.25 times of the contract value.
10. 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.
11. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc.
12. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NABARD UP RO, Lucknow and to the concerned Labour Department.
13. The bidder shall, irrespective of number of persons employed, be registered under the relevant



provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.

14. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.

15. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.

16. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. The particulars of the employees engaged for the work are required to be submitted to the NABARD UP RO, Lucknow. The antecedents of the staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NABARD UP RO Lucknow shall ensure that the contractor complies with the provisions.

17. The contract staff deployed should be medically fit and a certificate from an MBBS Doctor is to be submitted at the time of taking charge and at the start of every financial year.

18. The Contractor will maintain a register on which, day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NABARD UP RO, Lucknow. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the NABARD UP RO, Lucknow, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

19. All liabilities arising out of accident or death while on duty of the required Electrical Installation and Maintenance Services in NABARD UP RO shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NABARD UP RO, Lucknow against all liabilities arising out of any such accidents or deaths.

20. Adequate supervision will be provided to ensure correct performance of the said Electrical Installation and Maintenance Services in NABARD UP RO in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

21. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NABARD UP RO, Lucknow.

22. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NABARD UP RO, Lucknow and shall not knowingly lend to any person or company any of the effects of the NABARD UP RO, Lucknow under its control.

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

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

25. Under the terms of their employment agreement with the Contractor the Electrical Installation and Maintenance Services staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

26. That in the event of any loss occasioned to the NABARD UP RO, Lucknow, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NABARD UP RO, Lucknow, the said loss may be claimed from the contractor up to the value of the loss. The decision of CGM/OIC NABARD, UP RO will be final and binding on the agency, respectively.

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

28. The contractor shall be responsible to maintain all property and equipment of the NABARD UP

RO, Lucknow entrusted to it.

29. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NABARD UP RO will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NABARD UP RO, Lucknow and ensure that the work done accordingly.

30. The contractor shall pay the personnel deployed in NABARD's premises, their wages in accordance with the relevant Minimum Wages Act, 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.

31. The contractor will be responsible for timely payment to its personnel deployed in the NABARD 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.

32. The Contractor shall be responsible to fulfil 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 with shoes, sandals and sweaters, gloves, masks 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 Department of State/Central Government and comply with all necessary regulations and instructions in this regard.

33. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

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

35. The following requisites are to be fulfilled by the contractor:

- Time schedule of works
- Presence of required number of the persons at the site as per contract
- Maintain desired quality of the work

**36. The penalties for not complying with the above are indicated in Special Conditions of contract.**

37. The contractor shall always post at site, experienced staff at site at least to the extent of strength as given in scope of work, during working hours allotted to them.

38. The contractor shall, for all intents and purposes, be the "NABARD" 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.

39. The Contractor shall comply with the provisions of Contract Labour (Regulation and 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. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations.

40. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records of the staff employed by him. The Contractor shall deal with the officers of labour department directly and fulfill their official requirements.

41. The AMC Bills shall be paid strictly on the actual attendance of workers maintained and certified by CT/ACT NABARD

42. The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and pay slips for respective payments are duly issued regularly. NABARD may ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill.

43. NABARD UP RO, Lucknow shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately. Moreover, the contract staff once finalized by bank (NABARD) cannot be changed unless approved by Bank.

**44. No worker to be changed without prior permission of the bank. However if the bank (NABARD) advises for removal of any person, then the person indicated shall be changed forthwith.**

45. 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. Receipt of any complaint in this regard shall be viewed seriously.

46. 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.

47. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Security Officer/bank's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.

48. The Contractor's workmen should report to CT/ACT/ P&SO/any other authorized official of the bank 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/CT & the same or copy shall be presented along with the Contractor's monthly bill.

49. **The workers / staff employed should wear colour coded uniforms with shoes, sandals, gloves, masks and sweaters 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 behaviour / 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, after ascertaining their credentials and character.

50. 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. The loss will be deducted from security deposit, if required.

51. 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 contractor and is supposed to contest the case, NABARD will reimburse 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.

52. "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."

53. The venue of the arbitration shall be at Lucknow.

54. The language of arbitration shall be English.
55. 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.
56. 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.
57. 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.
58. The work should be carried out with minimum inconvenience to the occupants/NABARD Staff. 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.
59. 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.
60. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/office premises.
61. The engaged staff during working hours shall also undertake other specific work in Premises of NABARD UP RO which may/may not be related to Maintenance and Housekeeping Services as per instruction of RO Officer/ACT/CT/P&SO, if required.
62. The responsibility for accommodation and lodging of the workers after the shift assigned to them will be of the Contractor.
63. The staff shall subject themselves to security check at the time of leaving the Bank's premises daily
64. No articles, other than personal belongings, shall be taken out without approval from Assistant General Manager/Protocol & Security Officer/CT/ Asstt. Care Taker.
65. They shall not engage themselves in any activity detrimental to the interests / reputation of the Bank.
66. The personnel deployed by the Contractor for duty in the said premises shall not be deemed to be employees of 'NABARD' in any manner and they shall not be eligible for any benefits which the 'NABARD' provides to its employees. The obligation if any, for any benefit shall be the sole responsibility and rests entirely with the Contractor.
67. NABARD will not be under any liability to pay any compensation to the personnel deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The Contractor shall get the personnel posted for duty at the said premises, insured against accidents at his own cost.
68. NABARD shall, in the event of the Contractor committing any breach of any of the terms and conditions or if the services provided by the Contractor is considered to be unsatisfactory by the 'NABARD' or for any other reason considered by the 'NABARD' as insufficient, be entitled to terminate the contract by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
69. On expiry of or early termination of the Contract, the personnel engaged shall vacate the said premises, without any way causing any damage to the said premises and the property therein.
70. In case of any dispute or difference between the parties under this Contract, the same shall be referred to the arbitration of the Chief General Manager/ Officer in Charge, NABARD Uttar Pradesh Regional Office or of the person nominated by him and his decision shall be final and binding on the parties.
71. The above list of duties is only indicative in nature. The personnel deployed by the Contractor should perform any other duties assigned by Bank's authorized officials from time to time as per requirement.

72. **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

- 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
- the contractor commits a breach of any terms and conditions of this agreement and/or
- 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
- for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- 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.

73. 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.

74. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.

75. On site storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials.

76. 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.

77. 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.

78. 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 liaising 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.

79. **Validity of Offer :** 90 days from the date of opening of the price bid.

80. 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, if any, may stand forfeited.

81. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

82. Arbitration - In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of the Chief General Manager, NABARD UP RO , 11, Vipin Khand, Lucknow - 226010 shall be final and binding upon the parties. The place of arbitration shall be Lucknow. The Indian laws shall be applicable to the arbitration.

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

Signature of the Tenderer:

Name and Seal:

Place and Date:

Address:

## **Annexure- V**

### **SPECIAL TERMS AND CONDITIONS**

1. The Personnel deployed for Electrical Installation and Maintenance Services in NABARD UP RO shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Workmen Compensation Act 1923 Act, etc.
2. Police verification of employees deployed in NABARD UP RO need to be done by successful bidder and to be submitted to NABARD Uttar Pradesh RO, Lucknow before commencement of the work.
3. The staff deployed by the firm at site should be physically fit, healthy, disease free.
4. They should have adequate experience and knowledge in their respective works.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of NABARD Uttar Pradesh RO, Lucknow on monthly basis. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking regarding payment of wages as per rules and laws in force.
6. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with NABARD Uttar Pradesh RO, Lucknow. Contractor and its staff shall take proper and reasonable precautions to preserve NABARD's property from loss, destruction, waste or misuse.
7. The contractor shall do and perform all such Electrical Installations and Maintenance Services related acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which NABARD Uttar Pradesh RO, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.
8. The contractor shall be responsible to safeguard all property and equipment of NABARD Uttar Pradesh RO, Lucknow entrusted to it.
9. The personnel engaged have to be courteous with pleasant mannerism in dealing with the Staff/ Attendants and should project an image of utmost discipline. NABARD Uttar Pradesh RO, Lucknow shall have right to have any person moved in case of staff complaints or as decided by representative of NABARD Uttar Pradesh RO, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
10. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, shall be deployed for duties under any circumstances.

#### **A. Special conditions of the contract.**

- The successful tenderer will accept full and exclusive responsibility for wages. PF bonus, medical, leave, etc and any other obligation referred to under the law now and hereafter imposed by State or Central Government or local bodies for the persons(s) deployed by the successful tenderer.
- The Successful bidder shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Party is inclusive of Employer's share of ESI & EPF contributions and no separate charges shall be payable by us on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF (counterfoils) & other documents such as registration number, photo card etc. As per requirements of Contract Labour (Regulation & Abolition) Act 1970, the payment of wages to the employees to be made by the contractor will be checked by an official of NABARD UP RO who will check the payment register monthly or seek bank statements.
- The tenderer should ensure payments to the laborers as per latest minimum wages act and also payment to be disbursed to the contract labour and supervisor by NEFT/RTGS in their bank accounts representative on or before 07<sup>th</sup> of every month.

- Bank will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose.
- If applicable, the successful tenderer shall obtain the necessary labour license from the Licensing Authority under the Contract labour (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.
- It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty. A police verification of the deployed persons must be carried out.
- In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the successful tenderer he will be responsible and shall make good the same.
- The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.
- The contractor shall indemnify bank against any payments to be made under and for observance of the above mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the bank.
- The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.
- All works shall be carried out in accordance with the provision of the statutory acts and laws and Bureau of Indian Standards local laws and by-laws as amended up-to-date.
- The staff deployed should be available 3 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
- The tenderer shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.
- Mobile phone number of the persons deputed on site may be intimated to us.
- The tenderer shall observe all the necessary safety precautions for the safety of the labour and the employees of the NABARD UP RO during execution of works. The tenderer would be responsible for the safety of persons employed by the Party as also the safety of employees of the NABARD UP RO Office premises and staff quarters at La Place- Hazratganj
- The tenderer shall take all precautions to avoid accident and causes of accident. The Party must be careful regarding safety during working of the tenderer's worker in the premises/
- NABARD UP RO shall not bear any responsibility in case of any accident to the tenderer's worker in the premises/colony due to no fault of work working but merely due to negligence of the tenderer's worker or lack of safety provided to them by The Contractor.
- 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.
- The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank.
- Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular work time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as given under Penalty clause.
- The responsibility of engaging and maintaining sanctioned strength of personnel for Electrical Installation and Maintenance Services **in any of the premises of NABARD** lies

with the Contractor in view of timely attention and completion of the routine works within the given time frame.

11. **Penalty clause:** In case of absence of workers/delay in work, the amount will be deducted as below.
  - a. If the Contractor's staff doesn't report for duty for whatever reason and bank deploys any other person to carry out their work during the duration of the contract, then the cost incurred may be recovered from the monthly bill and/or the security deposit held with the bank.
  - b. An additional penal deduction of 10% on each occasion may be made by the bank for failing to complete the work and wasting bank's time and resources.
  - c. Additionally, if the deployed staff for two consecutive days is less than 20% of the actual required strength, then an amount double the minimum wages per day may be deducted from the monthly bill.
  - d. The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform, failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced the by the contractor. The penalty on this account shall be deducted from the Contractor's bills.
  - e. The Contractor will maintain a proper record indicating reasons for not attending to any particular complaint within time schedule. For unreasonable delays in completion of works, a penalty of Rs.200/- (Rupees two hundred only) per complaint per day of delay shall be charged).
  - f. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NABARD UP RO, Lucknow reserves the right to impose the penalty as detailed below:-
    - i) 5% of cost of order/agreement per week, upto four weeks' delays.
    - ii) After four weeks delay, CGM/OIC NABARD reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s).
    - iii) The difference in the cost, if any will be recovered from the defaulter contractor and also may be black listed for a period of 7 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
  - g. The personnel engaged have to be courteous with pleasant mannerism in dealing with the Staff/Trainees/Visitors and should project an image of utmost discipline. The NABARD UP RO, Lucknow shall have the right to have any person removed in case of staff complaints or as decided by representative of the NABARD UP RO, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
  - h. No Electrician/Helper shall be deployed on more than one shift duty per day, except in exceptional circumstances/sickness of security guard originally deputed for that particular shift. Such violation i.e, deputing worker for more than one shift in a period of 24 hours period, shall not be allowed for more than 03 occasions in a month, exceeding which a penalty of Rs. 500/- will be imposed on each such occasion.
12. **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.
13. In case of emergency work, no extra payment for working in odd hour will be made.
14. The property will be handed over to the Contractor 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.



**Special Instructions:**

1. The contractor will provide sufficient/designated manpower to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the Bank. In case of emergency the contractor shall be required to post additional staff without any extra cost to the Bank.
2. The deployment of manpower and their timing may be flexible and could be changed/increased depending upon the quantum of work and requirement of Bank.
3. The contractor will provide necessary substitutes in case of absentees.
4. Quantities indicated in the Financial Bid may vary to the extent or may be deleted without any notice and as such the rates quoted should be workable and should include all overheads, profits, taxes as applicable and all other incidental charges.

**DECLARATION BY THE CONTRACTOR**

We / I have read and understood the special terms and conditions for AMC for Electrical Installation and Maintenance Services of NABARD UP RO Premises, Gomti Nagar, Lucknow 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 the Tenderer :

Name and Seal :

Place :

Date :

Address :

## **ADDITIONAL CONDITIONS OF THE CONTRACT**

Smoking and chewing pan are prohibited in the premises of NABARD UP RO. As part of the contract, the contractor must satisfy the undermentioned safety requirements and must ensure at all the time that these are followed without any deviation.

### **SAFETY CODE**

- The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of contractor or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the contractor. The contractor shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
- 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.
- 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. 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.
- The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, cost charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the contractor.

### **Declaration by the Contractor**

We / I have read and understood the Safety code for Electrical Installation and Maintenance Services of NABARD UP RO Premises, Gomti Nagar, Lucknow 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.

Signature of the tenderer with seal

Place :

Date:

Address:

## **Appendix-I**

### **Format- Covering Letter by the Tenderer for Submission of BID**

(To be submitted in Tenderer's own Letter head)

No. ....

Date: .....

To

The Chief General Manager /Officer in Charge

National Bank for Agriculture and Rural Development (NABARD)

Uttar Pradesh Regional Office

11, Vipin Khand, Gomtinagar,

Lucknow, Uttar Pradesh -

Dear Sir,

**Submission of BID under Annual Maintenance Contract for Electrical Installation and Maintenance in Office Premises and Staff Quarters (at La Place, Hazratganj and Sitapur Road, Lucknow)of NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 for the period 01.05.2024 to 31.03.2026**

With reference to NABARD, UP RO's Tender Notice dated .....2024,

I/ We offer our services for Annual Maintenance Contract for **Electrical Installation and Maintenance** at office premises and staff quarters (at La Place, Hazratganj and Sitapur Road, Lucknow)of NABARD Regional Office, **11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh -226010** for the period 01.05.2024 to 31.03.2026

I/We understand that NABARD reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

I/We also agree that our tender will remain valid for acceptance by the NABARD for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the NABARD and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.

All the desired information in the prescribed format i.e. format of technical bid, price bid documents and certificates as required by NABARD, are enclosed herewith for NABARD's perusal.

Thanking NABARD

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

(Tenderer's Seal)

**Appendix- II**  
**Letter of Undertaking from the Tenderer**

The Chief General Manager  
National Bank for Agriculture and Rural Development (NABARD)  
Uttar Pradesh Regional Office  
NABARD Regional Office,  
11, Vipin Khand, Gomtinagar,  
Lucknow, Uttar Pradesh -

Dear Sir,

**Annual Maintenance Contract for Annual Maintenance Contract for Electrical Installation and Maintenance in Office premises and Staff quarters (at La Place, Hazratganj and Sitapur Road, Lucknow) of NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh for the period 01.05.2024 to 31.03.2026 (subject to annual review of quality of service and if found satisfactory)**

I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after going through the tender document published by NABARD, UP RO

I / We have visited the NABARD RO Premises which consists of one building with with 6 Floors & Basement with a total built-up area of 6786 sq. m. (approx.) plus terrace and equipment with 2 Nos. KVA Transponders, 3 ht/lt Panels, 250 KVA Cap DG Set, AC/water motors and familiarized/examined the scope of works specified in the Tender Document and Staff quarters at La Place, Hazratganj and Sitapur Road, Lucknow and acquired the requisite information relating thereto as affecting the Tender.

I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

I/We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

I/ We agree to deposit interest-free EMD along with tender's technical bid

I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us.

I /We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

The rates quoted by me/us, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period.

I/We further agree to pay the personnel deployed in NABARD premises, their wages in accordance with the relevant Minimum Wages Act, on a monthly basis. I/We shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD

I/ We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

Should this Tender be accepted, I /We hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the Contract Document.

Name of the person authorized to sign and submit the tender:

(I)

(II)

*(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).*

Yours faithfully

(Name and signature of the tenderer)

Place: Date:

**Appendix-III**  
**PROFORMA FOR ELECTRONIC PAYMENT**

Details of NABARD account to be furnished by the contractor/ service provider for effecting payment by NABARD

1	Name of the account holder (As appearing in the NABARD account)	
2	Address of the Account Holder	
3	Name of the NABARD	
4	Name of the Branch	
5	Account number	
6	RTGS/ NEFT/ IFS Code	
7	Type of account (Savings, current, etc.)	
8	PAN Number	
9	GSTIN Number	
10	Email id	
11	Contact Number	

Signature

Please attach

- (1) a photocopy of one cancelled cheque leaf of the above NABARD account
- (2) Copy of PAN card
- (3) Allotment letter / registration letter under GSTIN.

**Appendix-IV**  
**PRE-CONTRACT INTEGRITY PACT**

(To be submitted on Rs.200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
(NABARD), Uttar  
Pradesh Regional Office hereinafter referred to as “The Principal”**

And

..... hereinafter referred to as “The Bidder”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for Maintenance of Electrical Installations, in Office Premises and Staff Quarters of NABARD Uttar Pradesh Regional Office Lucknow.

The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- a. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- b. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- c. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- d. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)**

1. The Bidder(s) commit themselves to take all measures necessary to prevent (s) corruption. The Bidder commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding,  
  
whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

## **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance NABARD Guarantee.

## **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.



- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

## **Section 6 – Equal treatment of all Bidders**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidder(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief

## **Section 8 – Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. **The Independent External Monitor appointed for NABARD is Dr. Sanjay Kumar Panda, IAS (Retd.), 515, Ward no.3, Sideswar Sahi, Cuttack City, Cuttack district, Odisha – 753008.**
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Chairman, NABARD.
4. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.
5. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
6. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
7. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
8. The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the

occasion arise, submit proposal for correcting problematic situations.

9. If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

### **Section 10 – Other provisions**

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. The Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid
5. In this case, the parties will strive to come to an agreement to their original intentions.
6. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder)

(Office Seal)

Plac

e

Dat

e:

Witness 1: (Name and Address)

## Appendix-V

### DEED OF INDEMNITY

(To be executed on a non-judicial stamp paper of Rs.500/- by Successful Tenderer only)

This Deed of Indemnity is made and executed at Lucknow on this.....day of ..... 2024 by M/S .....a Company incorporated under the Companies Act, 1956, ..... having its registered office at....., represented herein by its Authorized Signatory Shri/Smt....., Designation (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

In favor of

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., 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") and Uttar Pradesh Regional Office at 11, Vipin, which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

**WHEREAS** the Service Provider has agreed with NABARD to successfully implement conforming to all the specifications as per the scope of work mentioned in the Tender dated (hereinafter referred to as "Tender" No.) which expression shall include all attachments and annexures thereto as well as all amendments, modifications and alteration and the Terms and Conditions agreed as per Agreement dated (hereinafter referred to as "Agreement").

AND WHEREAS pursuant to the Agreement, the Service Provider is required to execute a Deed of Indemnity in favour of NABARD to indemnify it against any acts, omissions, losses, charges, claims etc. and which the Service Provider has agreed to do.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Service Provider hereby executes and furnishes to NABARD this Deed of Indemnity, which is an unlimited, irrevocable and continuing indemnity, and shall remain in full force and effect.

2. The Service Provider hereby undertakes to indemnify NABARD as per the Terms and Conditions of the Agreement which are as follows:

(a) The Service Provider shall execute and furnish to NABARD a Deed of Indemnity, indemnifying NABARD from and against any costs, loss, damages, expense, claims whether on account of patents, trademarks, copyrights issues or otherwise including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period arising out of:

- (i) Any negligence or wrongful act or omission by the Service Provider, the Service Provider's team or any third party in connection with or incidental to this Agreement;  
or
- (ii) Any breach of any of the terms of the Bid as agreed, the Tender and the Agreement by the Service Provider, the Service Provider's Team or any third party.
- (iii) The indemnity shall be to the extent of 100% in favour of NABARD.
- (iv) Notwithstanding the above, Service Provider shall have no obligations with respect to any indemnity claims to the extent that the indemnity claim arises or results from:
- (v) Service Provider's compliance with NABARD's specific technical designs or instructions;
- (vi) Inclusion in a Service of any content or other materials provided by NABARD;
- (vii) Modification of a Service after delivery by Service Provider to NABARD if such modification was not made by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider;
- (viii) Operation or use of some or all of the Service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (ix) Use of the Services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (x) NABARD's failure to use any modification of the Service furnished under this Agreement and communicated in writing in accordance with the requirements of clause 'Notices' including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider.
- (xi) Service Provider will defend, indemnify and hold harmless NABARD from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any NABARD materials provided to Service Provider by or on behalf of NABARD or the access and use by Service Provider of any NABARD provided software or material.
- (xii) Provided that the provision by NABARD and the access and use by the Service Provider is in connection with Service Provider's performance of services hereunder and without breaching the terms of this Agreement.
- (xiii) The Service Provider shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep NABARD indemnified in relation thereto.
- (xiv) The Service Provider owns, has license to use or otherwise has the right to use, free

of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of this Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. All Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of this Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NABARD indemnified in relation thereto.

- (xv) During the tenure of the Agreement, nothing shall be done by the Service Provider in contravention of any law, Acts, or rules and regulations there under, or any amendments thereof and shall keep NABARD, indemnified in this regard.

3. The Service Provider hereby undertakes that it shall forthwith on demand and without demur pay to NABARD such sum or sums that is 100% in favour of NABARD as may be claimed by NABARD as losses, damages, costs, charges or expenses by reason of such above mentioned default/ defaults on the Service Provider's part.

4. Notwithstanding anything to the contrary in these presents or in the Agreement, NABARD's decision as to whether the Service Provider has made any default/ defaults or the amounts to which NABARD is entitled by reason thereof will be binding on the Service Provider for the purpose of this Indemnity and the Service Provider shall not be entitled to ask NABARD to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be prejudiced by reason of such demand by NABARD and payment by the Service Provider under this Indemnity and the claims under the Agreement which shall be settled in accordance with the Agreement without prejudice to NABARD's rights to demand immediately under this Indemnity and the Service Provider's liability to pay the same.

5. This Deed of Indemnity shall be valid for the Agreement Period and renewable thereof whenever a claim as per this Deed of Indemnity arises.

6. NABARD will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the Agreement and the Service Provider shall not be released from its liability under this Deed of Indemnity by the exercise of NABARD's liberty with reference to the matters aforesaid or by reason of any time being given to the Service Provider or any forbearance, act or omission on NABARD's part or any indulgence by NABARD to the Service Provider or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on NABARD's part.

7. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee ,indemnities hereto before, given to NABARD by the Service Provider and this Indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF, the Service Provider has caused this Deed of Indemnity to be duly executed as of the day, month and year first written above.

Signed and delivered by within named: M/S (SERVICE PROVIDER) By:

Name:

Title:

Date:

In the presence of

1.

2.

## Appendix-VI

### RECIPROCAL NON-DISCLOSURE AGREEMENT

(To be executed on a non-judicial stamp paper of Rs. 200/- by Successful Tenderer only)

This Agreement (“Agreement”) is entered into on this ..... day of ..... 2024 between:

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., National NABARD For Agriculture And Rural Development Act, 1981 Having its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai- 400051 and Regional office at 11, Vipin Khand, Gomti Nagar, Uttar Pradesh, represented herein by its Authorised Signatory, Shri/Smt....., Deputy General Manager, Department of Premises, Security and Procurement, UPRO Lucknow (hereinafter referred to as "NABARD"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part.

AND

M/s....., having its registered office at ..... represented herein by its Authorised Signatory Shri/Smt. ...., Designation..... (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

Hereafter referred to individually as a “Party” and collectively as the “Parties”. For purposes of this Agreement, the party receiving Confidential Information (as defined herein below), shall be referred to as the “Receiving Party” and the party providing the Confidential Information shall be referred to as the “Disclosing Party”.

**WHEREAS,** ..... is *inter alia* engaged in the business of provision of various information technology services, consultancy and outsourcing services worldwide.

**AND WHEREAS,** NABARD is engaged in the activities as provided under the NABARD Act, 1981

**AND WHEREAS** ..... and NABARD are in the process of AMC for Electrical Installation and Maintenance in office premises and staff quarters (at La Place and Sitapur Road) of NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 as described in Scope of work mentioned in the Tender document Ref No..... dated (“Purpose”).

To facilitate such items of work, certain Confidential Information (as defined below) will be required to be shared between the Parties.

**AND WHEREAS,** The parties wish to protect any such Confidential Information in accordance with the terms and conditions of this agreement (the "Agreement").

**NOW, THEREFORE,** in consideration of receipt of Confidential Information it is agreed as follows:

#### A. Definition of “Confidential Information”

“Confidential Information” means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of any Party to this Agreement that:

- i. by its character or nature or by the circumstances in which it is disclosed/received/ assessed/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or
- ii. Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; or
- iii. The disclosing party considers confidential.

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; concepts; software in various stages of development; designs; drawings; specifications; techniques; models; data; source code; object code; documentation; processes; procedures; know-how; marketing techniques and materials; marketing and development plans; customer names and other information related to customers, price lists, pricing policies and financial information;

Confidential Information also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

## **B. Information not categorized as “Confidential Information”**

The obligation imposed, under this Agreement, on Receiving Party shall not apply to information which:

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;
- (b) was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party;
- (c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;
- (d) Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent source who is free to divulge such information.

## **C. Restriction on Disclosure**

Except as otherwise expressly permitted under this Agreement, Receiving party shall not:

- (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- (b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose
- (c) commercially exploit any Confidential Information of the Disclosing Party;
- (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- (e) Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if requested to do so.



## **D. Permitted Disclosures**

Receiving party is permitted to:

(a) disclose relevant aspects of the Disclosing Party's Confidential Information to the

Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that

- before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Receiving Party consistent with the terms of this Agreement
  - The Receiving Party shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the persons or entities receiving Confidential Information to the satisfaction of the Disclosing Party.
  - All such Confidential Information shall be labelled as confidential.
- a. Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement.
- b. Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

## **E. Effects of Unauthorized Disclosure**

- (a) The Receiving Party will be liable for the acts and omissions of, and any unauthorized disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.
- (b) Each Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the other Party will result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, and in the event of such a breach, the other Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief.
- (c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

## **F. Return of documents**

Upon written demand by the Disclosing Party, the Receiving Party shall:

- a. Return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control;
- b. Destroy or have destroyed all copies received or made of the Confidential Information; and
- c. Promptly thereafter provide a certificate signed by an officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

#### **G. Term**

This Agreement shall commence from the date set forth above and expire with the termination or expiration of the AMC Contract, unless earlier terminated in writing by both Parties. The obligations under this Agreement shall survive and continue for a period of 7 years beyond any termination or expiration of this Agreement.

#### **H. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts in Lucknow, India.

#### **I. Miscellaneous**

- (a) No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- (b) This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.
- (c) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- (d) In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

**IN WITNESS WHEREOF this** Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

By:  
Name:  
Title:

**NABARD**

By:  
Title:  
Date:

**Witnesses: 1.**

## Part II

### Format for PRICE BID / Bill of Quantities

#### NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Annual Maintenance Contract for Electrical Installation and Maintenance at office premises and staff quarters (at La Place, Hazratganj and Sitapur Road) of NABARD Uttar Pradesh Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010 for the period 01.05.2024 to 31.03.2026 (subject to annual review of quality of service and if found satisfactory)

- Description of Property: NABARD UP Regional Office premises 6 floors and basement and common area, etc) at 11, Vipin Khand, Gomti Nagar, Lucknow and staff quarters (at La Place Hazratganj and Sitapur Road, Lucknow)
- **Period of AMC – 01.05.2024 to 31.03.2026**
- **The contractor is required to post at site One Electrician and One Helper per shift in all 03 shifts of the day on all days in office premises of NABARD Uttar Pradesh Regional Office.**
- **02 Electricians separately required for Staff Quarters at La Place, Hazrat ganj, who may visit Aliganj Staff Quarters in Sitapur Road, Lucknow as per the schedule given in the scope of work, to cater to the required maintenance and repairs.**
- **The quoted rate shall include wages payable to these personnel posted at site.**
- **Rates to be quoted** based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.
- Rates to be quoted as per the latest notification issued by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Govt. of India.
- For the purpose of calculating minimum wages the Electrician is considered under **Skilled** and the Helper is considered under **Semi Skilled** category.

#### FINANCIAL BID- Schedule of Quantities

##### PART A

Sl. No.	Particulars	Rates / Percentage	
		Electrician (Skilled)	Helper (Semi Skilled)
<b>A</b>	Basic Wages plus VDA per day as per Chief Labor Commissioner (Central), GOI minimum wage order/notification issued from time to time	915.00	832.00
<b>B</b>	No. of Days – 30 (26 working days +04 holidays)	30	30
<b>C</b>	Basic Wage + VDA for one month (A x B)	27450.00	24960.00
<b>D</b>	EPF @ 13% on 'C' or on Rs. 15000/- whichever is less	1950.00	1950.00
<b>E</b>	ESIC @ 3.25% on 'C' upto Rs. 21000/- or Rs.	0.00	0.00

	25,000/- in case of PWD, whichever is less		
<b>F</b>	<b>Total monthly cost of one person (C+D)</b>	<b>29400.00</b>	<b>26910.00</b>
<b>G</b>	Monthly Cost of 05 Electricians and 03 Helpers excluding ESIC	<b>1,47,000.00</b>	<b>80,730.00</b>
<b>H</b>	<b>Total Monthly Cost of 08 Workers excluding ESIC</b>	<b>2,27,730.00</b>	

<b>Reliever Charges</b>			
<b>Sl. No.</b>	<b>Particulars</b>	<b>Rates / Percentage</b>	
		<b>Electrician (Skilled)</b>	<b>Helper (Semi Skilled)</b>
<b>I</b>	Basic Wages plus VDA per day equaling 1/6 <sup>th</sup> of monthly wages <b>for 01 Electrician and 01 Helpers</b> as per Chief Labor Commissioner (Central), GOI minimum wage order/corrigendum notification issued from time to time (Current rate is as per the Corrigendum effective from 01.10.2023) (1/6 of C)	4575	4160
<b>J</b>	Basic Wages plus VDA per day equaling 1/6 <sup>th</sup> of monthly wages <b>for 05 Electricians and 03 Helpers</b> as per Chief Labor Commissioner (Central), GOI minimum wage order/corrigendum notification issued from time to time (Current rate is as per the Corrigendum effective from 01.10.2023)	22875	12480
<b>J</b>	EPF @ 13% on 'T' or on Rs. 15000/- whichever is less for 08 reliever workers	2974	1622
<b>K</b>	ESI @ 3.25% on 'T' upto Rs. 21000/- or Rs. 25,000/- in case of PWD, whichever is less for 08 reliever workers	743	406
<b>L</b>	<b>Total monthly cost of one person (C+D)</b>	<b>26592</b>	<b>14508</b>
<b>M</b>	Total Monthly Cost of 08 reliever workers	<b>41100.00</b>	
<b>N</b>	Total Monthly Cost of 08 regular workers and 08 relievers (H+N)	<b>2,68,830</b>	
<b>O</b>	<b>Contractor Service Charge (upto 02 decimal points) to be at least 3.85%</b>	----- %	Rs.....
<b>P</b>	GST Charges @ 18% on I  <i>*GoI Amendments in CGST/SGST rates during contract period will be accepted statutory norms.</i>		
<b>Q</b>	<b>Total Cost for One Month inclusive of all charges and taxes</b>		
<b>R</b>	<b>Total Cost Per Annum including Service Charge and GST in Figures</b>		
<b>S</b>	<b>Total Cost Per Annum including Service Charge and GST in Words</b>		

- *The minimum service charges in the procurement of Manpower Outsourcing service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present). The service charges thus quoted shall be between 3.85% and 07.00%.*

## Part B

Sr. No	Particulars	Amount
1	<b>Servicing, Overhauling and Testing of the Transformers and Electric Panels (Please refer Sr. no. E of Scope of Work)</b>	

## Grand Total

Sr. No	Particulars	Amount
1	<b>Part A + Part B</b>	

**Note 1: - Rates shall be quoted as “Total Cost per Annum”.**

**Note 2: -** For all calculation, there shall be 30 working days in a month and a year shall comprise of 12 months.

**Note 3: -** No change shall be allowed in this table.

**Note 4: -** Minimum wages, ESI, EPF etc. above shall be paid as per Central Govt. Acts/Notifications including amendments/ modification.

**Note 5:-** EPF is calculated on Basic Wage.

**Note 6:-** Basic Wages plus VDA at Sl. No. A are as per Central Govt. Minimum Wages w.e.f. 01 October 2023 and will be revised as per amendments in due course.

**Note 7: -** Rates quoted would be applicable for the entire period i.e. up to 31 March 2026. However, revision in rates would be considered only if the minimum wages & taxes are revised.

**Note 8:-** The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of required uniforms as per the terms and conditions to workers etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation.

The service charge should be reasonable as per prevailing market rates. The minimum

service charges in the procurement of Manpower Outsourcing service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present) and shall not exceed 7.00%. The service charges thus quoted shall be between 3.85% and 07.00%. . The service charges thus quoted shall be between 3.85% and 07.00%. **Bids with Service Charges less than 3.85% may be summarily rejected by NABARD.**

**Note 10:-** VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

**Additional Note:**

The contractor shall be paid per month the minimum wages of the workers deployed plus the Service Charges as a percentage of the minimum wages for NABARD UP RO. The percentage arrived above will remain firm for the entire duration of the contract.

1. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us and as per scope of work & BOQ.
2. No escalation or increase in the rates will be given during the Contract period.
3. 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.
4. **The minimum service charges in the procurement of Manpower Outsourcing service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present) and shall not exceed 7.00%. The service charges thus quoted shall be between 3.85% and 07.00%. Bids with Service Charges less than 3.85% may be summarily rejected by NABARD.**
5. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.”
6. **In case of 02 or more L1/ similar lowest bids, the final selection of bidder is done by GeM through system logic.**
7. The rates have to be quoted by excluding GST even if the contractor is not registered with GSTIN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
8. **Before deployment of staff, their bio-data/competence shall be verified by the Bank’s official in the beginning of AMC as well as on changing the staff/labour.**
9. The contractor has to submit one bill on monthly basis.
10. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
11. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The

contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.

- 12.** The working hours as mentioned in price bid includes half an hour lunch break for staff/labour.

I/we declare that:

- a)** The rates quoted are as per the conditions mentioned in this tender document.
- b)** The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.

Accepted all terms & conditions of price bid

Accepted all terms & conditions of price bid

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