



NATIONAL BUREAU OF FISH GENETIC RESOURCES

Canal Ring Road, P.O. Dilkusha, Lucknow-226 002, U.P., India

Ph. : (0522) 2441735, 2440145, 2442440, 2442441 Fax : (0522) 2442403 :

Website : www.nbfgres.in



F.No.3-61/2011-12/

Dated: 16/2/12

1. Start of Sale of Blank Tender Document : 21/2/12
2. Last date for sale of Tender Document : 2/3/12 up to 13:00 hrs.
3. Last date for receipt of Tender document : 3/3/12 up to 13:00 hrs.
4. Date of opening of Tender : 3/3/12 at 15:00 hrs.

Name of Job: _____

Item No.: _____

THE TENDER FORM HAS TO BE PURCHASED AND SUBMITTED SEPERATELY IN SEALED ENVELOPES FOR EACH JOB WORKS.

To,
M/S.

Sub: Supply of Tender Form-reg.

Dear Sir,

With reference to your application dated _____, please find enclosed herewith Tender form along with the detailed specifications. Cost of tender document received vide receipt No. _____ dt. _____ for Rs. 1000/- in respect of job works mentioned above.

Kindly acknowledge the receipt of the same.

Your faithfully

Administrative Officer



NATIONAL BUREAU OF FISH GENETIC RESOURCES
Canal Ring Road, P.O. Dilkusha, Lucknow-226 002, U.P., India
Ph. : (0522) 2441735, 2440145, 2442440, 2442441 Fax : (0522) 2442403 :
Website : www.nbfgr.res.in



F.No.3-61/2011-12/

Dated: 16/2/2012

INVITATION FOR LIMITED TENDER

1. The Director, NBFGR, Lucknow-226002 invites **LIMITED TENDER** from the reputed service providers of the following job.

Item No.	Name of Job Work
1.	Annual Maintenance Contract for the maintenance of the Air Conditioners
2.	Annual Maintenance Contract for the maintenance of the UPS System

2. **Important Dates-**
- | | | |
|--|---|-------------------------|
| Start of Sale of Blank Tender Document | : | 21/2/12 |
| Last date for sale of Tender Document | : | 2/3/12 up to 13:00 hrs. |
| Last date for receipt of Tender document | : | 3/3/12 up to 13:00 hrs. |
| Date of opening of Tender | : | 3/3/12 at 15:00 hrs. |

In presence of bidders who desire to be present.

3. Tender must be submitted in the original prescribed form separately for each job with rates at this office including all levies, taxes, etc. complete, if applicable duly addressed to the Director, NBFGR, Lucknow-226002 in a sealed cover super scribing with the **name of the Job Works**.
4. The Tender documents may be obtained from the Purchase Section of NBFGR, Lucknow-226002 on any working day between 11.00 hrs. to 16.00 hrs. up to the last date of sale of Tender Documents. Tender documents will be issued on payment of Rs. 1000/- by cash (non-refundable). Tender form should also accompany **Earnest Money Deposit/Tender security Rs.5,000/-** of the Tender amount in the shape of Demand Draft/Pay Order drawn in favor of " **ICAR Unit NBFGR**" should be enclosed with the Tender document falling which Tender is liable to rejected.
5. The blank Tender documents along with Terms & Conditions is also available on our web site: www.nbfgr.res.in which can be down loaded and submitted along with the cost of Tender documents of Rs. 1000/- (Non-Refundable) separately for each job in form of D.D/Pay Order drawn in favor of " **ICAR Unit NBFGR** along with Tender security as mentioned in Para 4 falling which Tender shall be rejected.
6. Tender form issued by this office or down loaded from our web site will only be accepted. Tender received after the **DUE DATE** and **TIME** will not be entertained and will stand rejected.
7. In no case request for blank Tender documents by post shall be entertained. The duly filled in Tender form send by post received after due date shall not be accepted.
8. In case the date of issue/receipt or opening of Tender is declared as Holiday for unexpected reasons, the Tender will be issued/received/opened on the next working day at same time. The Tender documents are non-transferable. Director of the Institute reserves the right to accept and/or reject any or all Tender without assigning any reason thereof.

Administrative Officer

TENDER FORM

**ANNUAL MAINTENANCE CONTRACT
FOR THE
MAINTENANCE OF UPS AT
NATIONAL BUREAU OF FISH GENETIC RESOURCES,
LUCKNOW**

A. Cost of Tender Form	Rs. 1000/- (Rupees One thousand only) (Not Refundable)
B. Last date of receipt of Bids in Office	03/03/2012 (01.00 P.M.)
C. Bids to be opened on	03/03/2012 (03.00 P.M.)

**NATIONAL BUREAU OF FISH GENETIC RESOURCES,
CANAL RING ROAD, P.O. DILKUSHA,
LUCKNOW – 226 002
Ph: (0522) 2441735, 2440145, 2442440, 2442440
Fax: (0522) 2442403, Website: www.nbfgr.res.in**

REGISTERED WITH ACKNOWLEDGEMENT DUE ON

Dated.....

F.No.3-61/2011-12 /

Dated: 16/02/2012

NOT TRANSFERABLE

NATIONAL BUREAU OF FISH GENETIC RESOURCES

Canal Ring Road, Teli Bagh, P.O. Dilkusha, Lucknow-226 002

Ph: (0522) 2441735, 2440145, 2442440, 2442440

Fax: (0522) 2442403, Website: www.nbfgr.res.in

INVITATION OF BID AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS OF THE **ANNUAL MAINTENANCE CONTRACT FOR THE UPS** AT THE NATIONAL BUREAU OF FISH GENETIC RESOURCES, CANAL RING ROAD, TELI BAGH, P.O. DILKUSHA, LUCKNOW-226 002 (U.P.)

- A. Cost of Tender Form **Rs. 1000/-** (Rupees One thousand only) (Not Refundable)
- B. Last date of receipt of Bids in Office **03/03/2012 (01.00 P.M.)**
- C. Bids to be opened on **03/03/2012 (03.00 P.M.)**
- D. Bids to remain open for acceptance up to 90 days from the date of opening.
- E. Bid Document is also available at our web site www.nbfgr.res.in

NOTE:

1. The Director, N.B.F.G.R. may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

NATIONAL BUREAU OF FISH GENETIC RESOURCES

Canal Ring Road, Teli Bagh, P.O. Dilkusha, Lucknow-226 002

Ph: (0522) 2441735, 2440145, 2442440, 2442440

Fax: (0522) 2442403, Website: www.nbfgr.res.in

(Note:- All communication must be addressed to the Director, National Bureau of Fish Genetic Resources, Canal Ring Road, Teli Bagh, P.O. Dilkusha, Lucknow-226 002)

TERMS OF TENDER AND INSTRUCTIONS CONTAINING THEREIN FOR ANNUAL MAINTENANCE CONTRACT FOR THE UPS.

From: The Director,
N.B.F.G.R.,
Canal Ring Road, Teli Bagh,
P.O. Dilkusha, Lucknow-226 002

To:

M/s -----

Dear Sir,

1. Sealed bids are hereby invited on behalf of the Director, National Bureau of Fish Genetic Resources, Canal Ring Road, Teli Bagh, P.O. Dilkusha, Lucknow-226 002 for **ANNUAL MAINTENANCE CONTRACT FOR THE MAINTENANCE OF UPS AT NATIONAL BUREAU OF FISH GENETIC RESOURCES, CANAL RING ROAD, TELI BAGH, P.O. DILKUSHA, LUCKNOW-226 002 AND AR & T UNIT, CHINHAT**. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender form and its schedules. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of **Rs. 5,000/-** must be deposited in the form of demand draft/pay order payable to **ICAR Unit, NBFGR, Lucknow**. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tender will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the institute.
4. The schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be by means of a separate letter along with the tender. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tender may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in, individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm, if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. The tenderer does not accept the offer, after issue of letter of award by institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tender and all other documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority

to bind such other and on enquiry it appears that the persons so signing had no authority to do so, the NBFGR shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

8. The original copy of the bid is to be enclosed in double cover. The inner covers should be sealed. The outer cover should be super scribed “**ANNUAL MAINTENANCE CONTRACT FOR THE MAINTENANCE OF UPS AT NATIONAL BUREAU OF FISH GENETIC RESOURCES , CANAL RING ROAD, TELI BAGH, P.O. DILKUSHA, LUCKNOW-226 002** and the tenderer shall place two envelopes clearly marked containing **Technical Bid** and **Financial Bid** separately in the main envelop. All tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tender box, which will be kept in the office of the NATIONAL BUREAU OF FISH GENETIC RESOURCES, CANAL RING ROAD, TELI BAGH, P.O. DILKUSHA, LUCKNOW-226 002 not late than **03/03/2012 before 01.00 P.M.**
9. The rates to be quoted are in lump sum for one year for job/services contract in Financial Bid and are given both in words and figures failing which the same is liable to be rejected. However, the payment to a successful contractor will be made on quarterly basis. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer’s behalf should be indicated in the tender. Name and address of permanent representative of the tenderer, if any may also be indicated.
10. The institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to tender for the whole or any portion or to state in the tender that the rates quoted shall apply only if the tender is considered fully. Other conditional tenders will not be accepted.
11. The selected agency/successful tenderer has to deposit 10% cost of Bid amount as security within 7 days of award after receiving a communication from the institute. In the event of non-deposition of the same, the earnest money will be forfeited.

12. No interest on security deposit and earnest money deposit shall be paid by the institute to the tenderer.
13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and NBFGR will not entertain any claim whatsoever in this respect. However the Income Tax or any other tax which is as per the rules of the Govt., shall be deducted at source from quarterly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. The Director, NBFGR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the institute, for any justifiable reasons not mandatory to be communicated to the tenderer.
15. Decision of the Director, NBFGR shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, NBFGR. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
16. Acceptance by the institute will be communicated by FAX/Telegram, Express Letter or any other form of communication. Formal letter of acceptance and work order of the Tender will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express Letter, etc should be acted upon immediately.
17. The following documents/vouchers are required to be enclosed with the tender form which are the terms and conditions of the tender document:-
 - a) Registration certificate of the firm under the work contract of the Govt. of NCT Delhi/State Govt.
 - b) Minimum turnover of the firm should not less than Rs. 10.0 lakh (Rupees Ten lac) either during the last financial year or average of last three financial years.
 - c) Three years continuous experience of the firm in the field of providing such services in the Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organizations, provide the details in tabular form.

- d) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three year.
- e) Service Tax registration certificate issued by govt., etc.
- f) Successful Tenderer will have to enter into a detailed contract agreement with NBFGR on non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) for the work.
- g) Only those firms will be considered for financial bid who will qualify in the technical bid.

Note: The technical bids and financial bids may be submitted in separate envelops to be sealed and put in a main cover.

Yours faithfully,

**For and on behalf of the
Director
N.B.F.G.R.,
CANAL RING ROAD,
TELI BAGH, P.O.
DILKUSHA,
LUCKNOW-226 002**

BIDS FOR THE JOB WORK/SERVICE CONTRACT FOR ANNUAL MAINTENANCE CONTRACT FOR THE MAINTENANCE OF UPS AT THE NATIONAL BUREAU OF FISH GENETIC RESOURCES, CANAL RING ROAD, TELI BAGH, P.O. DILKUSHA, LUCKNOW-226 002 (U.P.)

Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all communications to this office	:	
Telephone No.	:	
Telegraphic Address/FAX/Cellular No.	:	
E-mail ID	:	

From _____

To, The Director,
 N.B.F.G.R.,
 CANAL RING ROAD, TELI BAGH,
 P.O. DILKUSHA, LUCKNOW-226 002 (U.P.)

1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for **ANNUAL MAINTENANCE CONTRACT FOR THE MAINTENANCE OF THE UPS** and agree to provide the services as detailed in the schedule-II herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule-III of this Tender and I/We agree to hold this offer open till 90 days. The rates quoted will be valid for a period of **one year** in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this tender_____. The Schedules-I & II to accompany this tender are at pages_____.
4. Every page so attached with this tender bears my signature and the office seal.
5. Pay Order/DD No._____ of Rs. _____ drawn in favour of **ICAR Unit, NBFGR payable at Lucknow** is enclosed as earnest money required.

Yours faithfully

(Signature & Seal of the Tenderer)
Tel. No. (Office)
(Res.)
(Mobile)

Witness _____
Address _____
Occupation _____

Signature of witness to Contractor's signature
Address _____

Name & Signature of Witness:
Address:

SCHEDULE-I**PART-I**

1.	Name of the Firm/Agency	:	
2.	Full address with Post Box No. and Telephone No., if any		
3.	Constitution of the Firm/Agency (Attach copy) under Indian Companies Act, 1956 (Please give names of partners) any other Act, if not the owners	:	
4.	For partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender	:	
	i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute condemning business of the partnership to arbitration.	:	
	ii) If the answer to above is in point one and two the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.	:	
5.	Name and Full Address of the signatory	:	

6.	Your Permanent Account Number including Circle/Ward	;	
7.	Any other relevant information	:	
PART - II			
8.	Earnest Money Deposited	:	Yes/No
PART - III			
9.	Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders.	:	
10.	Name of the Permanent Representative to be visiting NBFGR regarding the contract.	:	

Date:
Place:

AUTHORIZED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the tenderer.

SCHEDULE-II

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF ANNUAL MAINTENANCE CONTRACT FOR THE MAINTENANCE OF THE UPS AT THE NATIONAL BUREAU OF FISH GENETIC RESOURCES, CANAL RING ROAD, TELI BAGH, P.O. DILKUSHA, LUCKNOW-226 002 (U.P.)

Scope of Work

“ANNUAL MAINTENANCE CONTRACT (AMC) FOR THE UPS”

- (i) The AMC will be comprehensive type.
- (ii) The firm has to provide at least 4 preventive servicing compulsory in a year.
- (iii) The firm has to regularly check the AC at least once every week/on regular basis and maintain the checking report from USER and In-charge.
- (iv) In case of any breakdown the firm has to replace the defective parts with new and Original/genuine parts, for which no payment will be made. (In case of comprehensive type of AMC Service only).
- (v) The firm is required to provide stand by unit under break down condition if not repaired within a day of reporting.

List of UPS at NBFGR Hqrs., & AR&T Unit Chinhat Centre, Lucknow.

A

Sr. No.	Capacity	Make	Quantity
1.	650 KV	3PE, APC, Impulse	07 Nos.
2.	1 KVA	Aeon, Adore, Uniline, APC, Numeric, Aquapower	20 Nos.
3.	1.5 KVA/2KVA	APC, Uniline, Adore, Emerson, Neneric, 3PE	11 Nos.
4.	3KVA	3EM,APC, Aquapower, Numeric , Elnova, Uniline	13 Nos.
5.	5 KVA/6KVA	Adore, Numeric, Vinitiech	8 Nos.
6.	12 KVA	Powerware	01 Nos.
Total			60 Nos.

Please quote your lowest AMC charges for the comprehensive maintenance of the following UPS as per details given below.

A

Sr. No.	Capacity	Quantity	Compressive AMC charges quoted by the firm per unit.	Total AMC charges quoted by the firm
1.	650 KV	07 Nos.		
2.	1 KVA	20 Nos.		
3.	1.5 KVA/2KVA	11 Nos.		
4.	3KVA	13 Nos.		
5.	5 KVA/6KVA	8 Nos.		
6.	12 KVA	01 Nos.		
Total compressive AMC charges for UPS				
			60 Nos.	

Signature & Seal of the firm with date

SCHEDULE-III

Terms & Conditions:

1. The Director, NBFGR reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of the Director, NBFGR shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
2. The contractor shall keep a complaint register with his supervisor and it shall be open to verification by authorized officer of NBFGR for the purpose. All complaints should be immediately attended to by the Agency.
3. The agreement is terminable with one month notice on either side.
4. The contractor shall not sublet the work without prior written permission of NBFGR.
5. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
6. The selected agency shall provide AMC of UPS at NBFGR and AR & T Unit, Chinhat. In case any of the personnel so provided is not found suitable by the institute, the institute shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication, will have to replace such persons immediately.
7. The persons so provided by the agency under this contract will not be the employee of the institute and there will be no employer-employee relationship between the institute and the person so engaged by the contractor in the aforesaid services.
8. Payment for service contract will be made on quarterly-basis upon submission of pre-receipted bill duly stamped with satisfactory performance report from the I/c Electrical.
9. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the NBFGR from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, NBFGR shall be final and binding on the contractor.
10. Income Tax will be deducted from the payments due for the work done as per rule.
11. Risk Clause: The Director, NBFGR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause notice to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
12. In case of major defect in the UPS system of any rating at NBFGR Hq. & it's centre AR & T Unit, Chinhat, the firm has to provide the stand by unit of the same capacity to avoid any inconvenience.

FINANCIAL BID

(This financial bid to be enclosed in a separate envelop with seal)

Last date for receipt of Tender : 03/03/2012 (01.00 P.M.)
Date of opening of Financial Bid : 03/03/2012 (03.00 P.M.)

To,

The Director,
N.B.F.G.R.,
CANAL RING ROAD, TELI BAGH,
P.O. DILKUSHA,
LUCKNOW-226 002 (U.P.)

Sir,

I/We wish to submit our Bid for the **ANNUAL MAINTENANCE CONTRACT FOR THE MAINTENANCE OF THE UPS** on the following rates.

No.	Particulars	Consolidated Yearly Charges (Payable quarterly)
1.	Annual consolidated rate offered for the “ANNUAL MAINTENANCE CONTRACT FOR THE MAINTENANCE OF THE UPS” in accordance with the highest standards of Allied Services and as per the terms and conditions specified in the tender including all labour, material, transportation, specifically covered under all acts & taxes, etc as applicable from time to time.	Rs..... (in figure) Rupees.....(in words)

I/We agree to forfeit the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part laid down in the Tender Form.

We have carefully read the terms and conditions of the tender and are agree to abide by these in letter and spirit.

Signature _____

Name & Address of the Firm _____

Telephone No.

ANNEXURE-II

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place) on (month/year) day of between NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India (hereinafter called Institute) through Director which term shall include its successors assignees etc. in the first part and (name & address of the firm) (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc on the other part.

Whereas the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India has decided to assign the Annual Maintenance Contract for the Maintenance of UPS at NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India (location) to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The agreement shall come into force w.e.f. (date) and will remain in force for a period for one year but can be terminated by NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed on mutually agreed terms.
2. The firm shall be responsible for Annual Maintenance Contract for the Maintenance of UPS at Lucknow.
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India shall have the right to ask for the removal from the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India premises any personnel considered by the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India to be incompetent disorderly or any other reason and such person shall not again be deployed without the consent of the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India.
7. Quarterly consolidated charges for Annual Maintenance Contract for the Maintenance of UPS at NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India is as per terms and conditions specified and scope of work as per Schedule-II in the tender document. The firm will raise a bill of this amount on 1st working day of every quarter (three month) and the payment released by the NBFGR in the form of crossed cheque payment to the firm subject to satisfactory performance/delivery of contracted job/work/services.

8. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
9. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
10. That the Firm shall issue uniforms to all their employees engaged which they shall wear while on duty (optional).
11. That the firm shall issue identity card to each of the workers engaged for entry AMC purpose at NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India premises.
12. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
13. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India may cancel the contract.
14. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. viz. obligations under contract labour (Regulation & Abolition) Act. 1970 workmen's Compension Act, 1943 E.P.F., E.S.I. & M.P. Act. 1947 etc. Firm agrees to indemnify and keep indemnified NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India on account of any failure to comply with the obligations under various laws or damage to NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India due to acts/omissions of Firm.
15. It is also agreed that under no circumstances, the volunteers and/or the employees/workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/workmen shall have no claim to absorption/regularization and financial benefits etc. that are admissible to regular employees in the office of NBFGR, Canal Ring Road, P.O.Dilkusha, Lucknow-226 002, U.P., India.
16. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt./State Govt./NCT of Delhi as applicable relating to this contract.
17. In case of any loss or damage to the property of the NBFGR which is attributable to the firm, the full damages will be recovered from the firm.
18. The Firm shall not transfer its right or sub contract to any one else.
19. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
20. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust diligently and honestly.

21. In case of any accident/loss of life of the workers during discharging duties compensation to be given to the workers the same shall be borne by the Firm.
22. There will be surprise checking by an Officer. Shortcomings if any pointed out by him shall be restored by the contractor as per the conditions of the tender document within the stipulated time given thereof.
23. The firm shall provide a Co-ordinator for immediate interaction with the organization.
24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

(TO BE PRINTED ON RS.100 NON JUDICIAL STAMP PAPER BY THE
CONTRACTING FIRM)

AGREEMENT

Article of Agreement made this day, the between Shri/Smt./ Kum.
..... son/daughter of residing presently at
..... (the first party) and Director, NBFGR, Lucknow the second party.

Whereas the second party has agreed to hire services of first party for the maintenance of the UPS..... on contract basis and the first party has agreed to provide these services to the second party in that capacity for the period on the terms and conditions herein after contained.

**NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO
RESPECTIVELY AGREE AS FOLLOWS:**

1. PERIOD OF CONTRACT:

- (i) The period of contractual appointment shall be from in
...../...../201.....
- (ii) The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier.

2. SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:

- (i) The first party will present himself/herself at the place and time designated by the second party and render services to the second party broadly designated as maintenance of UPS and describe in detail in a job chart attached as Annexure-III (a) to this agreement.
- (ii) In consideration of the services desired in (I) above, the second party shall pay a consolidated package amount of Rs. Quarterly (Three Months).

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:

- (i) Quarterly package amount shall be paid only on submission of three month's bill of service rendered to the satisfaction of second party or his/her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment upto 15th of the following month.

4. OTHER TERMS AND CONDITIONS:

As per Schedule-III.

5. ANNUAL REVISION:

Second party based on quality and efficiency of services rendered in the preceding year may on its discretion, revise the consolidated package by an amount not exceeding 10% of preceding year's package amount for the ensuing year.

6. ACTION AGAINST FIRST PARTY:

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party, shall entitle second party to terminate services of first party.
- (ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

7. TERMINATION OF CONTRACT:

- (i) The contract can be terminated with notice of one month on either side or by depositing/paying one month's package/contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- (iii) The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

8. STANDARDS OF SERVICE:

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement.

9. GENERAL:

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second party without any notice or compensation.

()
Signed by First Party or
by Authorized signatory

()
Signed
by the Second Party

Name :
Address:
Dated:

Name:
Address:
Dated:

Witness
Signature
Name:

Witness
Signature
Name:

Address :

Address: