



नाबार्ड, असम क्षेत्रीय कार्यालय  
असम सचिवालय के विपरीत, जी एस रोड,  
दिसपुर, गुवाहाटी- 781 006

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

**Assam Regional Office**

**G.S. Road, Opposite Assam Secretariat,  
Dispur, Guwahati**

**Telephone: 0361-2313236**

**Email: guwahati@nabard.org**

नाबार्ड असम क्षेत्रीय कार्यालय, गुवाहाटी-781006 के कार्यालय परिसर, वीओएफ और स्टाफ क्वार्टर (प्लॉट नंबर- 3 और 4) में सेंसर और फायरमैन प्रदान करने सहित अग्निशमन प्रणाली के लिए वार्षिक रखरखाव अनुबंध'

**Notice Inviting Tender (NIT) for**

**'Annual Maintenance Contract for Fire Fighting System including sensors and providing of Firemen at Office premises, VOF and Staff Quarters (Plot No.- 3 & 4) of NABARD's Assam Regional Office, Guwahati-781006'**

The bid document can be downloaded from NABARD's website  
<http://www.nabard.org>.

**Start Date of Tender : 11:00 hours on 01 June 2023.**

**Date of Pre-Bid Meeting : 14:30 hours on 08 June 2023.**

**Last date for submission of Tender : 15:00 hours on 22 June 2023.**

Signature of the authorized

Person with seal



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

**Assam Regional Office**  
**G.S. Road, Opposite Assam Secretariat**  
**Dispur, Guwahati**  
**Telephone: 0361-2313228**  
**Fax: 0361-2235657**  
**Email: guwahati@nabard.org**

**Tender for Annual Maintenance Contract for Fire Fighting System including sensors and providing of Firemen at Office premises, VOF and Staff Quarters (Plot No.- 3 & 4) of NABARD's Assam Regional Office, Guwahati-781006'**

**IMPORTANT DATES AND POINTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Remarks</b>
1	Start Date and Time	01 June 2023 at 11 :00 hours
2	Last Date and Time for submission of Quotation	22 June 2023 at 15:00 hours
3	Date and Time for Pre- Bid Meeting	08 June 2023 at 14:30 hours
4	Date and Time of opening technical bid	22 June 2023 at 15:30 hours
5	Period of Contract	21 months i.e. from 01 July 2023 to 31 March 2025
6	Validity of Bid	120 days from the date of opening of technical bid.
7	Earnest Money Deposit (EMD)	Rs. 12,000/- in favour of "NABARD"
8	Bid documents will be available at website only (No Charges to be paid)	<a href="http://www.nabard.org">http://www.nabard.org</a> OR <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>

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9	Address for Submission of Bid Documents	The Chief General Manager, NABARD, Assam Regional Office, GS Rd, Opp. Assam Secretariat, Dispur, Guwahati, Assam 781006
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Signature of the authorized

Person with seal

Ref. No. NB.Assam/NIT/ /DPSP/Fire Fighting/2023-24

01 June 2023

Madam / Dear Sir,

**Tender for ‘Annual Maintenance Contract for Fire Fighting System including sensors and providing of Firemen at Office premises, VOF and Staff Quarters (Plot No.- 3 & 4) of NABARD’s Assam Regional Office, Guwahati-781006’**

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD invites sealed tenders for Bank’s Regional Office Building, Visiting Officers’ Flat (VOF) and Residential Quarters situated at G.S Road, Dispur, Guwahati 781006 (Assam) under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed, trained manpower for the Annual Maintenance Contract for Fire Fighting System including sensors and providing of Firemen to its campus situated at the above address.

Tender document can be downloaded from NABARD's website: “www.nabard.org”. Only sealed cover tenders will be accepted which either would be deposited in the box kept in the office of NABARD, Assam R.O, Ground Floor, Guwahati -781006 (Assam) for the said purpose or may be sent to this office by registered post/speed post. The tender deposited /received in any other mode like fax, e-mail, courier etc. will not be accepted.

Before quoting the rates, the bidder should read the tender document carefully. Tenderers are advised to visit the office/sites, survey the prevailing conditions to get a better understanding of the nature and scope of work and obtain clarifications, if necessary, from NABARD before quoting the rates.

1. The Bidders who fulfil the eligibility criteria will remain empanelled with NABARD, Assam Regional Office for a period of 21 months i.e., from 01 July 2023 to 31 March 2023.
2. Tender will involve compliance of prescribed terms and conditions. Technical and financial bids have to be submitted in the prescribed format only. The Financial Bid should not contain any other terms and conditions. If any terms and conditions are included in the tender document additionally, the tender will be summarily rejected.
3. (Part- I) of Tender (Technical Bid) will be opened on **22 June 2023** at 15:30 hrs or later as per convenience of NABARD.

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4. Opening of tender (Part II) Financial Bid: The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.

5. Tender shall be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on the day opening (as per the date indicated above/to be intimated at a later date) in the Office of NABARD, Assam RO, Guwahati-781006. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered.

6. NABARD reserves the right to accept or reject any tender in whole or in part, and NABARD shall **not be bound** to accept the lowest (L1) tender or any tender.

7. Any discrepancy, omission, ambiguity, if any, or any doubt in their meaning in the Tender Document may be sent to "The Chief General Manager, National Bank for Agriculture and Rural Development, Assam Regional Office, G.S. Road, Opposite Assam Secretariat, Dispur, Guwahati -781006". The clarification / query will be reviewed by NABARD and will issue clarifications, if required, which will form part of the tender document. If any discrepancy, omission, ambiguity or any doubt in the meaning of the tender documents is not brought to the notice of NABARD within three working days from the last date of submission of tender, NABARD shall not be responsible for the same.

8. The **validity of the offer will be 90 days from the date of opening of price bid**. Except where there is any amendment in the Basic Minimum Wages or statutory rates/taxes by the Government, the rates quoted by the successful bidder shall remain unchanged till the end of the contract period, and will be subject to other terms and conditions as mentioned elsewhere in the Tender.

9. Tenderer has to deposit an amount of **Rs. 12,000/- (Rupees Twelve Thousand Only) as Earnest Money Deposit (EMD)** directly in the account of NABARD the details of which are given below. If this is not done, the tender will be rejected. No interest will be paid on the EMD submitted by the bidders. After award of work to successful bidder, EMD of unsuccessful bidders will be refunded. A copy of the transaction report for indicating the deposit of the said amount in our current account to be submitted along with the tender document to us, otherwise the tender will not be accepted. Exemption will be provided for MSME and other eligible institutions as per rules, on submission of document proof.

10. The account details of NABARD are given below:

- (a) Name of Account: National Bank for Agriculture and Rural Development
- (b) Bank Name : NABARD
- (c) Branch Name : HEAD OFFICE, MUMBAI
- (d) Account No : NABADMN12
- (e) IFS Code : NBRD0000002

Pre-bid meeting will be held on 08 June 2023 at 14:30 hrs. at NABARD, Assam Regional Office, G.S. Road, Opposite Assam Secretariat, Dispur, Guwahati -781006.

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11. **The interested bidders will have to execute the Pre-bid Pre- Contract Integrity Pact (as per the Stamp Act of the Guwahati), failing which the tender will be rejected. All potential bidders/vendors will have to execute an Integrity Pact with the Bank otherwise they will not be eligible to participate in the tender process. This Pre-bid Pre-Contract Integrity Pact must be submitted in original hard copy to “The Chief General Manager, Assam Regional Office, G.S. Road, Opposite Assam Secretariat, Dispur, Guwahati - 781006 on or before 22 June 2023.**

12. The following are the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission:

**Dr. Sanjay Kumar Panda**, IAS (Retd) 515, Ward No.3, Sideshwar Sahi, Cuttack City, Cuttack District, Odisha - 753 008 .

(S.Hrangkhoh)

Deputy General Manager

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## Scope of work:

### Scope of work / Terms and Conditions

#### 1. Work Details:

The tender is for Annual Maintenance Contract for Operation and Maintenance of Firefighting System installed at NABARD Assam RO office premises located at G S Road, Opp. Assam Secretariat, Dispur, Guwahati – 781006, its staff quarters located at Plot3 & Plot 4, Sarumatoria, Bylane 2, Dispur, Guwahati and Visiting Officers Flats (VOFs) located at VIP Road, Near Royal Enfield Showroom, Sixth Mile, Guwahati and providing three firemen with 8 hours duty at office premises with 8 hours of duty in all days of the week.

The successful tenderer shall be looking after and providing services for the Annual Maintenance Contract of Firefighting system at our Regional Office situated at NABARD, G S Road, Opp. Assam Secretariat, Dispur, Guwahati – 781006, its staff quarters located at Plot3 & Plot 4, Sarumatoria, Bylane 2, Dispur, Guwahati and Visiting Officers Flats (VOFs) located at VIP Road, Near Royal Enfield Showroom, Sixth Mile, Guwahati. In case of an emergency, the fire personnel will have to perform duties to extinguish fire and contain flooding until external help arrives from Fire fighters and also as per the existing / proposed fire evacuation plans.

The contractor has to co-ordinate with local authority in the case of any need, for which no extra payment will be made.

#### 2. Equipment's / systems covered under the scope of work:

Complete firefighting, fire protection, Fire Suppression System, fire extinguishing Systems (Portable and Fixed) and fire alarm system (including Fire panels, sensors, pumps, hydrants, hose reels involved in firefighting and supporting pumps in the system) are included in the scope of work. Any equipment/system (if added) subsequently will also be included in the same contract without extra cost.

The contractor is advised to inspect the system before quoting the rate for tender.

#### 3. Building details:

##### i) Office premise:

- |                                   |                                                                                                                                                                        |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Plot Area (office premises) : | 4203.72 sq. mtr. (approx.)                                                                                                                                             |
| (b) No. of Floors :               | G plus 06 floors                                                                                                                                                       |
| (c) Fire Protection System :      | Hydrant system (including Pumps), Fire alarm system, Fire sensors (heat & smoke), Sprinklers, Portable and Fixed extinguishers including Fixed Co2 suppression system. |

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**ii) Staff quarters: (Plot 3) :**

- (a) Plot area (40 staff quarters) : Total area : 2023.51 sq.mtr  
(b) Fire Protection System : Portable extinguishers and Hydrant system.

**iii) Staff Quarters : (Plot 4) :**

- (a) Plot area (54 staff quarters) : Total area 2140.47 sq. mtr./ (approx.)  
(b) Fire Protection System : Portable extinguishers and Hydrant system.

**4. MANPOWER DEPLOYMENT FOR THE PURPOSE OF THE CONTRACT:**

The successful tenderer shall deploy a qualified fireman with Fire Fighting qualification with 8 hours duty in three shifts for all days of the month. The manpower for the purpose of this contract shall be deployed on duty without break in all days of the week. The manpower will be normally stationed at office premises, and as per the requirement the manpower will be sent to staff quarters for jobs as per the scope of work.

4.1 The manpower deployed should be well conversant with firefighting, fire alarm system, fire extinguishing system, fire hydrant system and all the firefighting system installed in the office Premises & staff Quarters, and must be familiar with the operation and maintenance of firefighting system installed in the office premise and staff quarters. The persons deployed by the contractor should have proper knowledge of the Fire Fighting system layout of water pumping, water flows, fire protection system, fire alarm system, fire extinguishing system, fire hydrant system, etc. Contractor and his staff after taking charge of the system should immediately make themselves aware of the emergency escapes, formulate a fire evacuation plan, firefighting plans and understand the electrical distribution and other safeties for various equipments etc. Successful contractor should be able to monitor the system, detect and locate the faults in a logical way and rectify / repair the fault without loss of time.

4.2 In case, NABARD feels that any or all the persons deployed at NABARD are not suitable for carrying out the job then the same is to be replaced immediately. In case the person deployed is on leave, a suitable replacement shall be given without any extra cost. In case no suitable replacement is provided the deduction will be made from the payment to the successful tenderer as per details given in the payment terms mentioned in this scope of work / terms and conditions. In case of frequent absenteeism / change of manpower, the successful tenderer will be warned once and later on the contract will be liable for termination by giving one month's notice.

4.3 The persons deployed shall be well aware of the hazards of fire, gases, water at pressure and he will have to take necessary precautions while on job. He has to be safety conscious all the time and shall not take any chance to work on LIVE LINE /

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CIRCUIT under any circumstances. The persons deployed must have sufficient knowledge about the first-aid requirements when somebody gets burns, electrical shock, etc. He must know all steps of shock treatment. He must be well conversant with the means to fight all type of fire and should be able to use the firefighting extinguishers and other equipment as and when required.

4.4 Contractor has to be extremely careful in carrying out any other work such as refilling of cylinders etc. Contractor has to coordinate and supervise the preventive / breakdown and any other work being carried out for fire-fighting system by any other agency and keep the record and follow-up for the same. In case of breakdown or malfunctioning of any of the system equipment, the matter is to be immediately conveyed to bank and corrective action / work has to be carried out as advised. The manpower deployed should follow the laid down procedure step by step for trouble free operation.

4.5 The manpower deployed should go around the system installations while-on duty, observe for any abnormality in the running / working of live as well as stand still equipment, note it and subsequently rectify the same. However in case of fire / smoke is visible from any equipment or any cable joint / termination, the person deployed shall first isolate the circuit and if required use appropriate fire extinguisher to stop / quench the fire and inform the concerned officer of the Bank.

4.6 The person deployed should follow the instructions given by the concerned officer of bank. Contractor has to carry out any other work assigned by Bank.

4.7 The fireman engaged should have adequate training and certificate from State Fire Service Training Institute or any other such institute recognized by the government. The vendor shall submit such certificate to the satisfaction of NABARD before engaging such fireman.

4.8 RECORDS: Successful tenderer shall keep daily record of installed equipment's, inventory / materials and housekeeping of items, equipment's and store. Successful tenderer shall ensure that daily log report of all the works/ jobs are carried out and the performance / inspection reports by the persons deployed for the purpose of this contract is maintained at office premises of the Bank. This daily log report should be checked and countersigned by the successful tenderer on a monthly basis and produced before the concerned officer of the bank, whenever asked to do so. A monthly report of all the works / jobs carried out (preventive and breakdown maintenance jobs carried out) during the month should be submitted to the bank.

#### 5.0 TOOLS, EQUIPMENT'S AND UNIFORM:

Successful tenderer shall make available at site all necessary tools and tackles including safety equipment required to work with electricity, fire, refrigerant, gases under pressure, places at any height, depth, above false ceiling and in ducts and electrical safety equipment and safety belts, helmets, shoes, rain / water protection equipment etc. which may be required for the purpose of any job / emergency at no additional charge.

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5.1 Bank will provide the following in respect of this contract:

(a) Water and electricity for carrying out activities for this contract, however indiscriminate use of the same will not be allowed.

(b) Bank will provide chair and table for the use by persons deployed under this contract any place inside the building / basement as deemed suitable. The same may be changed by bank as per their convenience.

5.2 Scope of work will also include the following:

i. Supply of components & parts of electrical LT panels, motors and starters on reimbursement basis in case of replacement. The material used must be OEM certified.

ii. Pipe welding/ pipe replacement on reimbursement basis.

iii. Refilling of fire extinguishers for annual servicing or used during the demonstration of training on reimbursement basis.

The major components of heat and smoke detectors, response indicators, hooters, manual call points, cables, etc. if required to be replaced on reimbursement basis.

### **Maintenance Schedule**

(For illustrative purpose only)

#### **Details of Existing Fire system:**

The bidders are advised to make site visit if they feel necessary and see for themselves the complete system. The full firefighting system shall be covered under the AMC which broadly consists of the following:

(i) Fire Alarm system, smoke / heat detectors, microprocessor based main control panel, Zone panels, MCP, RI (Remote Indicators), Hooters, PA system, associated cabling and battery backup etc.

(ii) Fire hydrant system consisting of main fire pump, MCC, LCC, Hydrants, hoses, nozzles, pipes, valves and chambers, Air vessel, Priming Tank, piping, instruments etc.

(iii) Fire extinguishers of all types.

1. Round the clock maintenance of fire extinguishers equipment/systems as described in the scope of the work such as portable fire extinguishers, Wet Riser System, Hydrant Systems & Fire Fighting Equipment, etc. job includes servicing of equipment/systems, testing of firefighting pump sets, etc.

#### **2. Fire Extinguishers:**

(a) Maintenance and refiling of around 80 nos. of various types of Fire Extinguishers owned by NABARD Assam RO installed at various locations at different floors in NABARD office premises and its staff quarters. The number may increase/decrease from time to time.

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(b) The contract shall include minimum one general service initially and subsequent quarterly checking & submission of report to NABARD, Assam RO.

(c) Routine Services (Quarterly, which may vary to comply with GoI policies / regulation for maintenance):

i. It includes general cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, repair/ replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers and submit report accordingly.

ii. The AMC shall include repair or replacement of hose clips, hose nozzles, etc. and exclude painting of the fire extinguishers, chassis repair, etc.

iii. All Extinguishers shall be numbered and inventory maintained as per our format and materials requiring replacement on quarterly basis. iv. All extinguishers and boxes/ fire buckets shall be cleaned.

v. All extinguishers shall be pressure tested as per standard norms of extinguisher and water type extinguishers shall be refilled with potable water (tube well water shall not be allowed). The Cartridge of extinguishers shall be weighed and refilled if required.

vi. All extinguishers shall be replaced / refilled within 7 days of usage.

### 3. Hydrant System:

i. Each Pump should be tested for at least 60 seconds every week. Discharge of water should be from Hydrant or through a test line. Unnecessary sound and vibration should be noted and corrected. ii. Pump automation should be checked.

iii. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.

iv. Hydrant shall be tested with hose and branch pipe. The jet shall be operated for at least two minutes. Hose shall be dried before rolling.

v. First Aid Hose Reels shall be tested by swinging it on its support and partly opening the hose and discharge of water for 60 seconds. Each Hose shall be tested. There shall be no leakage from MS piping or from clips holding rubber or even from rubber pipe. Hose pipe shall be rolled back uniformly, line by line.

vi. First Aid Hose Reel shall be extended to full length and water discharged for 120 seconds. The pipe shall be rolled back uniformly, line by line.

vii. Internal Hose Cabinet shutters (including glass) shall be cleaned. Dust and dirt within cabinet shall be removed.

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viii. Any line rupture affecting hydrants should be repaired within 12 hours. Other repairs should be done within 04 hours of detecting any malfunction.

ix. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.

x. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.

xi. The contractor shall not dismantle and remove any items without the knowledge of NABARD, Assam RO. Dismantled items shall be the property of the NABARD.

xii. Contractor will visit the site as and when called by NABARD, Assam RO. On his visit he should report about satisfactory working of all equipment's.

xiii. The Contractor will be responsible not only for his own men and material but also for the security of the equipment/ materials of the NABARD. The cost of repair/replacement of equipment damage due to mishandling by the worker of the contractor will be deducted from the contractor's bill after loss assessment by NABARD, Assam RO. The assessment will be final and binding on the contractors.

ix. The agency should maintain the uptime of above 98% of the equipment throughout the contract period, else deduction can be done from the payment to the agency as decided by the Bank.

#### **4. Daily Check** (For illustrative purpose only)

a) **Testing of the Jockey Pump:** Test the jockey pump daily by opening the delivery valve/hose reel very slightly to allow the pressure to drop up to the present level. Note the timing taken by the jockey pump to restore the pressure automatically by cutoff switch.

b) **Main Pump:** The main pump shall be tested daily at least for 5min. Release the system pressure by opening the hydrant valve partially. The jockey pump will come in operation. Open the valve fully when further drop in pressure which will allow the main pump to start automatically. Close the delivery outlet and allow the pump to run for 5 min every morning.

c) Check the pump glands, packings, etc., and replace the damaged gland for packing whenever found damaged or worn out.

#### **5. Weekly Check** (For illustrative purpose only):

a) Check bearings grease cut once a week and lubricate as needed.

b) Cleaning of starter contacts every week.

c) Check the insulation resistance of pump motor circuit every week.

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- d) Check the engine fuel oil tank and ensure that this is of appropriate grade and quality. Check the quantity of fuel oil in the tank. This should be sufficient for 4 hrs. running without replenishment. Check the sludge and sediment trap as provided in the auxiliary equipment list. Check the inspection and cleaning hole, check the battery/batteries required for starting of the engine and ensure that these are in satisfactory condition. Also check the battery charging arrangement by trickier charger. For every cold areas, space heating is necessary to keep the engine in reasonably warm condition for immediate starting. If so, ensure that the room heating arrangement is working satisfactory.
- e) Starting diesel engine once every week and run it for 10 min. The starting should be tested by switching off the current and allowing system pressure to drop upto the pre-set level for diesel engine. Interlock arrangement with power supply should be restored.
- f) Check alignment of pump motors, nuts, bolts, couplings, coupling guard, etc., once every week after the pump has run for continuous 15 min.

**6. Monthly Check (For illustrative purpose only):**

a) The Contractor has to carry out monthly maintenance and submit detailed report as per NABARD format for all the equipment / installations mentioned above in the scope of work. It may please be noted that any major repairs or replacement of the equipment like smoke/heat detectors, Sprinklers, fire panels, telephone jacks, fire alarms etc. is included in the contract.

**b) Shifts Details:**

(i) The Contractor (in consultation with Banks Fire & Safety Officer) shall depute its experienced (minimum 02 years), technically qualified firemen (Fire & safety diploma holder minimum 06 months), who will be available in the premises on daily basis in the following shifts :

Shift	0900 hrs. to 1700 hrs.
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(ii) Contractor shall keep the system in working condition all the time. All fringe items like, adhesive, jute, Teflon tape, grease, lubricants, dusters, polish, Insulation tape, screw, nut-bolts etc. and required tools and plants shall be provided by the Contractor at his/her own cost.

(iii) The Contractor shall also depute experienced representative having relevant qualification, conversant with the above system, twice in a month to check all the firefighting system including checking, servicing, cleaning, nozzles, mechanism etc., advising for refilling of the fire extinguisher, checking of fire buckets, First-aid box, Instruction chart etc. in the premises and also submit report to Bank's officials, as well as on demand at his/her own cost.

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## **DETAILS OF EXISTING FIRE FIGHTING SYSTEM**

The bidders are advised to make site visit if they feel necessary and see for themselves the complete system. The full firefighting system shall be covered under the AMC which broadly consists of the following:

- (i) Fire Alarm system, smoke detectors, microprocessor based main control panel, Zone panels, MCP, RI, Hooters, PA system, associated cabling and battery backup etc.
- (ii) Fire hydrant system consisting of main fire pump, MCC, LCC, Hydrants, hoses, nozzles, pipes, valves and chambers, Air vessel, Priming Tank, piping, instruments etc.
- (iii) Fire extinguishers of all types.
- (iv) Any further additions to the system in future.

### **Broad Scope of Work**

The broad scope of work is periodical inspection, testing and maintenance of fire detection and fighting system for smooth, condition operation of the system etc.

- (i) The firm shall depute experienced, technically qualified firemen and supervisor, having valid fire qualification / training certificate, who will be available in the premises on daily basis in the following shifts on rotation:

01 Fireman for 07 days in a week	0900 hrs. to 1700 hrs.
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- (ii) Firm shall keep the system in working condition all the time. All fringe items like, adhesive, jute, Teflon tape, grease, lubricants, dusters, polish, Insulation tape, screw, nut-bolts etc. and required tools and plants shall be provided by the firm at its cost.
- (iii) The firm shall also depute experienced technical person / representative having relevant qualification (Degree in firefighting or equivalent), conversant with the above system, once in a quarter to check all the firefighting system including checking, servicing, cleaning, nozzles, mechanism etc., advising for refilling of the fire extinguisher, checking of fire buckets, First-aid box, Instruction chart etc. in the premises and also submit report to Bank's officials, as well as on demand without any additional cost.

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## **TERMS & CONDITIONS**

1. In the said conditions hereinbefore mentioned, General Manager / Officer in Charge shall act on behalf of NABARD.
2. The said Conditions and appendix thereto, shall be read and construed as forming part of this tender, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
3. The tender and documents mentioned herein shall form the basis of this Contract.
4. This tender is for ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM work as specified in the scope of work and special conditions, at NABARD Assam Regional Office and its Staff Quarters located at G S Road, Opp. Assam Secretariat, Dispur, Guwahati – 781 006 and Plot 3 & Plot 4, Sarumatoria, Dispur, Guwahati 781006 respectively as per the rates accepted and the governing conditions.
5. The party shall make good any damages to the property, during and after the completion of the Contract.
6. All payments by NABARD under this contract will be made only through e-payment.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Guwahati and Courts in Guwahati only shall have jurisdiction to determine the same.
8. That the several parts of this contract have been read by the party and fully understood by it.
9. While construing these Conditions, the Specifications, and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires. Interpretation Clause are as under:

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"The Bank"	Shall mean NABARD, Assam Regional Office and shall include its assigns and successors.
"The party"	Shall mean M/s <hr/> and shall include his/their legal representative, assigns or successors
"This Contract"	shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix and the specifications attached hereto which are duly signed.
"Notice in Writing"	written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known residential or the ordinary course of post it would have been delivered.
"Act of Insolvency"	Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Amendments / modifications thereto.
"The Works"	Shall mean work of FIRE FIGHTING SYSTEM as specified in the scope of work and special conditions, at the premises of NABARD Assam Regional office and its staff quarters at G S Road, Opp. Assam Secretariat, Dispur, Guwahati 781 006 and Plot 3 & Plot 4, Sarumatoria, Dispur, Guwahati 781 006 respectively.
Definition of Similar Works	The experience and work cost shall be counted for Fire Fighting Services only, and no combination with other works shall be allowed. In case of a composite contract, a clear bifurcation providing details of Fire Fighting Services and maintenance of related equipment should be provided separately.

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10. **A : Some special conditions are as follows:-**

- a. The Party 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 Party (If applicable).
- b. Bank will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The Party shall keep the bank indemnified against all losses of damages or liability arising out of or imposed in the course of employment of persons(s) by him. However, as Principal employer the bank shall be free to ask for any documents/ proof as deemed fit.
- c. The Party shall make regular and full payment of wages, salaries, PF and any other payment due to his employee(s) and furnish necessary proof. (If Applicable)
- d. If applicable, the Party shall obtain the necessary labour license from the Licensing Authority under the Contract labor (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.
- e. The Party shall comply with all acts. laws under Contract Labor (R&A) Act 1970 and PF & EIS act, Payments of Wages Act, Minimum Wages Act or any other statutory rules regulations with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The Party shall keep the bank indemnified against all penalties, claims and liabilities of every kind for any violation of such acts, Laws or Regulations etc. by him / her, his / her agents or his / her staff. (If applicable)
- f. If at any time during the period of the contract, it is observed by the bank or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the bank or any terms of the contract are violated, the bank reserves the right to terminate the contract without giving any notice.
- g. It shall be entirely, the responsibility of the Party 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.

Signature of the authorized

Person with seal

- h. In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the Party he will be responsible and shall make good the same.
- i. The Party 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.
- j. The contractor shall indemnify the bank (Indemnity Bond to be executed by successful bidder / party in the format provided) 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 contractor and no claim will be considered and no claim will be entertained by bank on any account.
- k. The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.
- l. All works shall be carried out in accordance with the provision of the statutory acts and laws and Bureau of Indian Standards regarding fire systems in India, electricity act, local laws and by-laws as amended up-to-date. Contractor shall be solely responsible for following and adhering to the proper fire and safety precautions while carrying out any job.
- m. During the tenure of the contract, the contractor has to coordinate the work with other agencies working inside or outside. Also in case of emergency or major problems, the contractor has to provide complete support and assistance to any other agency or for jobs of electrical maintenance, lifts, LPG system, display sign boards, DG set, electrical substation, interior and exterior sanitary contracts etc.
- n. The successful tenderer should maintain close liaison with local/appropriate authorities in fire Dept. /Fire station, so that assistance is easily available as and when required.

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## **B. Period of contract**

- a. The period of initial contract will be for 21 months from **01 July 2023 to 31 March 2025**, subject to annual review of performance.
- b. The contract may be extended on same rates and terms and conditions for a further period of one year, subject to the vendor providing satisfactory service and at the sole discretion of NABARD.
- c. The contractor shall deploy his manpower three days in advance from the date of start of the contract to acquaint himself / his staff with the complete work / fire alarm system / fire hydrant system layout and schematics at no extra cost to bank and take charge of complete system and inventory.
- d. The contractor shall deploy his manpower for three days after the date of expiry of the contract to enable the incoming contractor and his staff to acquaint with the complete work and schematics at no extra cost to bank. Also the contractor will hand-over the items covered in scope of work in working order and the details of inventory of bank's incoming contractor as advised by the bank.
- e. The persons deployed will be required to carry out demo and training at banks staff/other staff at no extra cost.

## **C. Resolving Disputes**

For all disputes relating to this contract, Arbitration Conciliation Act will be applicable.

## **D. Rates and Prices**

The rates will be firm and all-inclusive (taxes, duties, etc.) inclusive of GST for the entire period of the contract. The payment will be released based on the actual quantum of the work carried out. No additional charges on account of transportation of men and material, lunch, tea and conveyance etc. will be given. The wage sheet based on prevalent Minimum Wages is provided.

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E. **Payments Terms**

The Party will raise the bill on monthly basis. The bank will be deducting the mandatory and statutory deductions i.e. taxes etc. from the payments due to the contractor.

F. **Penalty Clause**

- a. In case of absence of any person deployed for the purpose of this contract, if no suitable replacement is provided then deduction will be made from the payments to the Party on pro rata basis.
- b. Non-attendance or non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the bank to get the job done from any other vendor at the risk and cost of the Party. The decision of the officer of the bank in this regard will be final and binding on the contractor.
- c. In case of noncompliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipment attributable to staff or labour deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/ replacement with suitable penalty shall be imposed on the contractor by the bank.
- d. In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the inefficiency of the contractor and he has to make good the loss.
- e. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency / Firm / Company Name & Logo, embossed / embroidered on it.
- f. In the event of contractor staff not attending to a specific item of work required under the contract, pro-rata amount will be deducted from contractor bills.

G. **MAINTENANCE SCHEDULE**

The maintenance schedule is annexed.

H. **Arbitration**

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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 General Manager / Officer - in - Charge, NABARD, ASSAM REGIONAL OFFICE, shall be final and binding upon the parties. The place of arbitration shall be Guwahati. The Indian laws shall be applicable to the arbitration.

## II. **Special Terms & Conditions**

1. The Party 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.
2. 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 who will check the payment register monthly or seek bank statements. **(If applicable)**
3. The staff deployed should be available 03 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
4. The Party should ensure payments to the labourers as per latest minimum wages act and also payment to be disbursed to the contract labour and supervisor in the presence of NABARD's representative on or before 07<sup>th</sup> of every month irrespective of fact that previous monthly bill is paid or not by the NABARD.
5. The Party shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.
6. Mobile phone of the persons deputed on site may be intimated to us.
6. The Party should provide 02 sets of uniforms of approved color and quality to the employees deployed for the job at NABARD and also one pair of safety shoes, every year at its own cost.

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7. The Party shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD during execution of works. The Party would be responsible for the safety of persons employed by the Party as also the safety of employees of NABARD.
8. The Party shall take all precautions to avoid accident and causes of accident. The Party must be careful regarding safety during working of the Party worker in the premises/colony.
9. NABARD shall not bear any responsibility in case of any accident to the Party worker in the premises due to no fault of work working but merely due to negligence of the Party worker or lack of safety provided to them by you.

### **Covenants made by the party**

1. The party shall conform to all the provision of any Act of the Legislature relating to the work, and to the Regulation and Bye - Laws of any authority applicable.
2. The party shall on request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank, be incompetent or misconduct's himself, and such person shall not be again employed on the work without the permission of the Bank.
3. The whole of the works included in the Contract shall be executed by the party and the party shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of the Bank
4. The party 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 party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party 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.
5. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, 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 party.

Signature of the authorized

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**Declaration by the Contractors**

I have read and understood all the instruction/conditions given above and I have taken into account the above instructions/conditions while quoting the rates.

Date:

Signature:

Place:

Name &  
Address:

Seal of the Contractor:

Signature of the authorized

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**GENERAL INSTRUCTIONS TO THE CONTRACTORS**  
***Annual maintenance contracts of***

***Fire Fighting System including Sensors and Providing of Firemen at NABARD  
Regional office and its Staff Quarters and VOF at Guwahati***

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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. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish Rate Analysis for scrutiny of the rates, as and when called for, by NABARD.
3. **Rates should include all Taxes**\_(Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Wages as per relevant Act, etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period.
4. Monthly payment will be made based on bill submitted by the contractor and certified by the concerned Assistant Care Taker/ Caretaker to the effect that the complaints recorded in the Registers are attended to as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed/given for respective work and should submit all these with the bill. Bills for Maintenance and House Keeping should be raised separately.
5. Separate work orders will be issued by NABARD in respect of additional works which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
6. Income Tax, Works Contract Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to person or material, injury / damage

Signature of the authorized

Person with seal



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 workforce. The insurance policy may be obtained in the joint name of NABARD (**to be appeared first**) and the contractors respectively for the insured amount to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited with NABARD. In case, no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from the contractor. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.

8. The contractor shall deploy such minimum number of qualified and experienced staff as indicated in the scope of work to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.
9. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Section-IV submitted by the contractor. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD or 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.
10. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of noncompliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Centre or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment

Signature of the authorized

Person with seal

records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed and payslips for respective payments are duly issued regularly. NABARD may ask for past payslips and payment records to be submitted along with the monthly bill. In case wages are required to be disbursed in cash, same may be done in the presence of authorized representative of NABARD as required under relevant law.

11. The contractor should ensure payments to the labourers as per latest minimum wages act and also payment to be disbursed to the contract labourer and supervisor in the presence of the NABARD's representative on or before 7th of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.
12. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
13. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
14. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records. However, rate quoted by the Contractor shall be firm and remain valid till the expiry of the contract period. The contractor should quote the rates accordingly so that the revision of wages during the currency of the contract can be done.
15. 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. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provisions.

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16. The Contractor's workmen should report to ACT/ CT/Site supervisor as per timings mentioned in the Price Bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & sign at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.
17. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligation required by NABARD.
18. The Contractor should obtain necessary permissions that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
19. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
20. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
21. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
22. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
23. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
24. The Contractor or his employees should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbance or inconvenience to the occupants / visitors at site or near the site of work.

Signature of the authorized

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25. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
26. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal 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 NABARD.
27. **EXIT:**
- i. First three months on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.
  - ii. The contract is liable for termination by giving one month notice by the Bank and three month notice by the contractor.
28. The contractor shall provide mobile phone to the supervisor and number to be communicated to NABARD.
29. Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deputed in NABARD at his own cost.
30. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or leave.
31. On-site storage space will be provided to the Contractor. NABARD will not be responsible for contractor's materials. The contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. Safe disposal of Building rubbish/garbage/waste material from NABARD premises in safe municipal dump will be the responsibility of the contractor.
32. The contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any Tools & Plants (T&P) or any other equipment, labour, etc.

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33. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

**34. Force Majeure:**

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

While submitting the monthly bill for comprehensive maintenance bill, the contractors have to submit detailed information on the complaints received, pending and the reasons therefor and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payment to his employees/workers with the settlement of bills by NABARD.

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

36. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.

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

38. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.

39. Contractor shall be required to furnish NABARD, as and when required, the following:
- i. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
  - ii. Wage Book, Muster Book pertaining to labourers /employees/ workers engaged under this contract.

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iii. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.

iv. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him.

40. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.

41. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.

42. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.

43. Notwithstanding anything contained therein the labourers, workmen, supervisors and other persons employed by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.

Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied.

44. In case of any stoppage of work resorted to by the employees of the Contractors, NABARD reserves the right to employ workers from other sources, without any notice for carrying out the maintenance work. In such cases, either the actual cost of such labourers on whole day basis shall be deducted from the Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges of 2% and any other tax, as applicable.

(1) **The contract shall be valid for two years:** The bank also reserves the right/option to extend the validity of this contract at the same rates and on the same terms and conditions.

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

Signature of the authorized

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

43. **Note:** The property shall be handed over to contractor for maintenance on as-is-whereis basis and the contractor shall be required to complete the pending work (if any), without any extra cost.

#### DECLARATION BY THE TENDERER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them. I / We accept all the above Terms and Conditions in all respects without any reservation.
2. I/we hereby confirm that the rates quoted in the tenders shall remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the financial bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

**DATE :**      **SEAL & SIGNATURE OF THE TENDERER**

**PLACE:**

Signature of the authorized

Person with seal

## SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

### A. General

1. Smoking and chewing pan/ tobacco/ gutkha/ any other drugs etc. are prohibited in the building.
2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission from competent authority / designated engineer shall be taken before execution of the same. No job involving heat sources are permitted to be carried out after office hours, holidays and Sundays without prior permission.
3. It is entirely the responsibility of the contractor to see that safety appliances such as safety belts, life lines, helmets, rubber gloves of appropriate voltage (1100V) rating etc., depending on the job demand, are made available to his staff at contractor's cost. If the contractor need any suggestion on the matter, he may approach NABARD's Engineer for the same. Any lapse on safety will be viewed seriously.
4. The contractor shall ensure that the persons posted for the work are well conversant with the operation of fire extinguishers.
5. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.

### B. Safety precautions of portable electrical appliances

Precautions in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

1. Broken sockets / pin plug / loose connections: These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
2. Polarity of phase / neutral and earth: certain appliances like Poroscope may give violent electrical shock during work if polarity conditions are not satisfied.
3. Joints in flexible cables: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible / inflammable materials are present near the joint. Perhaps this may



not be noticed by the operator at all. So, the work should be carried out in presence of a Supervisor/helper and integrity of the cable should be ensured.

4. **Appliance body grounding and system grounding:** In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthing according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault condition.

5. **Water leakage:** Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation, switches in chronic leakage areas should preferably be de-energised until the rectification is done and contractor take clearance from NABARD designated engineer on the issue.

6. **Excavation / Addition / Alteration of the Building:** During excavations, alterations of the building, etc. every care shall be taken that electric shock or damages to cables, are avoided. De-energisation of circuits must be considered whenever required.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Date :

Signature of the tenderer with seal Place:

## Annexure I

### BASIC INFORMATION

Sr. No.	Particulars	Bidder's response
1	Name of the Tenderer/agency/ contractor and address of the registered office, telephone no., mobile no., email-id, and website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empanelled for similar service with a Government/ Semi- govt / Municipal Authorities or any other public organization b If yes, name of the authority c And since when?	(Yes/ No)

<b>Sr. No.</b>	<b>Particulars</b>	<b>Bidder's response</b>
7	<p>Work Experience</p> <p>a Details of work experience in firefighting services</p> <p>b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings / private banks / Private sector / housing societies at any other center should also be given.</p>	
8	<p>a) Areas of business activities, other than firefighting services, if any, and</p> <p>b) Place and address of such business</p>	
9	<p>a) Address of office through which the proposed work of the Bank will be handled; and</p> <p>b) Name &amp; designation &amp; mobile number of In-charge</p>	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	<p>a) Names of bankers</p> <p>b) Full address of bankers</p> <p>c) Telephone (landline &amp; mobile Nos), 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)</p>	
12	Credit worthiness of the Tenderer & Turn Over 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	<p>Annual turnover</p> <p>Rs. _____ (FY 2019-20)</p> <hr/> <p>Rs. _____ (FY 2020-21)</p> <hr/> <p>Rs. _____ (FY 2021-22)</p>

Sr. No.	Particulars	Bidder's response
	certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2022)	
13	Number of supplementary sheets attached	
14	a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years  b) If yes, please give following information (suit-wise/ project-wise):  i. Name of the Project & Organization ii. Nature of work iii. Work Order No. and Date iv. iv. Present stage of work v. Value of contract vi. Brief details of litigation	(Yes/No)
15	a Permanent Account Number (PAN) b TIN c Goods and Service Tax Registration No. d EPFO Registration No. e ESIC Registration No. f Regional Labour Commissioner Registration (Copy of above documents to be enclosed)	

Note: Please attach self-certified copies of the following documents:

Documents mentioned at point No. 15 above.

a) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years from FY 2019-20 onward.

Signature of the Tenderer with seal & date

**Annexure II**  
**Previous Experience**

**(a)** List of important works executed by the firm during last **three years costing Rs. 17.00 Lakh per year and above** with experience in executing works of similar work i.e. firefighting service in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or Private body	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

a) List of important **ON HAND works costing Rs. 17.00 Lakh and above** in the field of firefighting service. (Please attach extra sheets if required).

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or Private body	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Signature of the Tenderer with seal & date

**Annexure III**  
**Technical Personnel and Experience**

1. List of Technical Personnel, giving details about their 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

- List of available tools, 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)

2. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.
3. No. of supplementary sheets attached for Part III.

Signature of the Tenderer with seal & date

## Annexure IV

### Details of Bank Account

1	Name of the Vendor/Firm	
2	Name of the Account Holder	
3	Address of the Vendor/Firm	
4	Name of the Bank, Branch and Address	
5	Bank Code and Branch Code	
6	IFS Code of the Bank Branch	
7	Type of Account (Saving/Current/Cash Credit)	
8	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

Signature of the Tenderer with seal & date

**Annexure V**

**Average number of personnel to be deployed by the contractor for undertaking the work as per our assessment of the work involved:**

The number of personnel required to carry out the work under the scope of this contract satisfactorily for NABARD, Assam Regional Office is **01 fireman** as per the details given below:

<b>Particulars</b>	<b>Average deployment per day</b>
Qualified personnel (Firemen) having qualification and experience as mentioned in the tender previously	01 fireman

SIGNATURE AND SEAL OF THE BIDDER



**Annexure VI**

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

Tenderers are requested to ensure submitting the following (as applicable):

<b>S No.</b>	<b>Particulars</b>	<b>Please mention YES / NO</b>
a)	Receipt of Earnest Money deposit of Rs. 12,000/-	
b)	Pre Bid Integrity Pact (to be submitted in original hard copy) at NABARD, Assam Regional Office in given format on or before 22 June 2023	
c)	ESI Registration	
d)	EPF Registration	
e)	GST Registration	
f)	PAN Registration	
g)	Labour commission Registration	
h)	Any License required from Competent Authority for carrying out firefighting AMC work	
i)	Work experience certificate from clients (should be filled and signed by your clients only)	
k)	Any other relevant document	

**Note:** Please read the complete tender document carefully before applying.

Place :

Date :

**Name, Signature and Seal of the Contractor**

**Annexure VII**  
**Letter of Indemnity and Undertaking**  
**(On the letter head of the successful agency)**

To

The General Manager – OIC,  
NABARD  
Assam Regional Office

Dear Sir,

Subject: **Indemnity and Undertaking pertaining to Firefighting AMC at NABARD, Assam Regional Office and its Staff Quarters**

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail \_\_\_\_\_ (type of procurement) at \_\_\_\_\_ (place) as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as \_\_\_\_\_, subject to our furnishing declarations and indemnity as contained hereafter.

**NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:**

We, the \_\_\_\_\_ (bidder) hereby declare and certify that we are the rightful owners/ licensees of the said article/ service/ solution offered for sale to NABARD and that the sale of the said article/ service/ solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ (bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said \_\_\_\_\_ (bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub - contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

## SCHEDULE

Firefighting AMC at NABARD, Assam Regional Office

Yours faithfully,

(Name and Designation) of Authorized Official

**Annexure VIII**  
**AGREEMENT**

This Agreement made on the \_\_\_\_\_ day of the month \_\_\_\_\_ in the year 2023, BETWEEN the National Bank for Agriculture and Rural Development (NABARD), established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Mumbai and its Assam Regional Office at Dispur, Opp. Assam Secretariat, G S Road, Dispur, Guwahati – 781006 (hereinafter referred to as the NABARD and or its successors and assignees) on the ONE PART;

And

M/s \_\_\_\_\_ a proprietary concern having its office at \_\_\_\_\_ duly represented by its duly constituted and authorized representative, \_\_\_\_\_ (hereinafter called the authorized representative of the Contractor) on the other part.

Whereas NABARD wants **Annual Maintenance Contract for Firefighting and related works at its Assam Regional Office and its Staff Quarters and VOF at Guwahati 781 006**, the same have been accepted by M/s \_\_\_\_\_ at NABARD, Assam Regional office, Guwahati on the terms and conditions as set out therein and inter-alia others as mentioned below:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz. in witness whereof parties hereto have hereunto set their respective hands and seals on the day, month and year first above written.
  - i) Tender Document ii) Letter of Award iii) Any other document specifically indicated to be included in the contract agreement and mutually agreed upon by both the parties.
3. In case of any dispute, English version of this tender/ agreement and the related documents will prevail.

Signed, sealed and delivered by the said Contractor M/s \_\_\_\_\_  
to the Employer, NABARD in the presence of:

Signature of Contractor (with seal)  
(Accepting Authority)

Dy. General Manager  
Signature of Authorised representative  
of the NABARD

Witness (Signature, Name and Address)

Witness (Signature, Name and  
Address)

1. -----

1. -----

2. -----

2. -----

**ANNEXURE-IX**

**FORMAT FOR CLIENT'S REPORT (ON CLIENT'S LETTER HEAD)**

Performance details of the Firm: M/s Located at:

1.	Work order/reference No.	
2.	Gross Value of the Contract(in Rupees)	
3.	Date of commencement of Contract	
4.	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5.	Reason for delay (if any)and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a.	Quality of Services provided by the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
b.	Technical proficiency/competence	Outstanding/Very Good/ Good/Satisfactory/Poor
c.	Integrity and reliability of the partners/proprietors of the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
d.	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ Good/Satisfactory/Poor
e.	Dealings in the execution of the work, adherence To schedule and time	Outstanding/Very Good/ Good/Satisfactory/Poor
7.	Did the firm go for arbitration?	
8.	Any other information in your view will help us in Making our decision.	

Signature of the Reporting Officer

(Official Stamp of the organization)

Date:

Place:

**Annexure - X**  
**INTEGRITY PACT**  
**(on a Non-Judicial stamp paper of Rs. 200/-)** Between

National Bank for Agriculture and Rural Development (NABARD) **hereinafter referred to as “The Principal”**

And

..... hereinafter referred to as **“The Bidder/Contractor”**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... . 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) and/or Contractor(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**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. 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.
- b. 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.

(2) 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)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :

- (a) The Bidder(s) / Contractor(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)/Contractor(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 cartelisation in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- (e) The Bidder(s) /Contractor(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) /Contractor(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) /Contractor(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) /Contractor(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) /Contractor(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 Bank 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 / Contractors/ Subcontractors

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 Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a 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 Vigilance Officer.

#### 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. The Independent External Monitor appointed for NABARD is:-

**Dr. Sanjay Kumar Panda, IAS (Retd)**  
515, Ward No.3,  
Sideshwar Sahi,  
Cuttack City, Cuttack District,  
Odisha 753 008

2. 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 /Contractors as confidential. He / she reports to the Chairman, NABARD.

3. The Bidder(s)/Contractor(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 Sub-contractors.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 Contractor 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. If 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. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. 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/Contractor)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

# **PART-II :**

# **FINANCIAL BID**

## **PREAMBLE**

- 1) Service Charges should include management and supervisory charges including profit, materials required (if any), tools and equipment as per requirement, uniform of labourers, other overheads, etc. It is advised to quote Service Charges after due diligence and the quoted rates should be reasonable and workable.
- 2) Bids quoted with administrative / service charges less than or equal to the applicable TDS (IT-TDS and / or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.
- 3) Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.
- 4) The contractor shall abide by the mandatory charges of gratuity (as per the provisions of “The Payment of gratuity Act, 1972”). The applicable gratuity for the contractor shall be estimated and included in the rate to be quoted in the financial bid.
- 5) Schedule of Quantity and Calculation Sheet Showing Break-up of the Rates Quoted should be filled carefully. The contractor should furnish Rate Analysis for scrutiny of the rates if required by NABARD.
- 6) Contractor shall pay the ESI, EPF and any other statutory payment under the contract, as applicable to the contractor as per law. The expenditure incurred by the contractor towards such payment of employer's share, if any, for this contract, shall be reimbursed by NABARD, as the case may be, on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc. along with monthly bill.
- 7) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of NABARD.
- 8) Rates shall have to be quoted both in words and figures.
- 9) In case of multiple L1 bidders, placement of contract will be done by selection of an agency from amongst the L-1 bidders by NABARD Competent Authority.
- 10) The copy of all insurances policies taken by fire agency/ bidders/ contractors under this agreement shall be deposited with NABARD.
- 11) Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
- 12) The bid not adhering to above mentioned directions is liable to be rejected.

## Financial Bid

Price bid estimation					
Sl. No.	Particulars	Remarks	Rates/ Percentage	Amount per month (for 26 days) (illustration only) (₹)	Bidder's quote (₹)
a	Basic wages plus VDA	GoI Order dated 03.04.2023 w.e.f 01.04.2023			
b	EPF on basic wages plus VDA	Restricted to maximum wage ceiling of ₹15,000/-	12%		
c	EDLI on Basic Wages plus VDA		0.50%		
d	Administrative charges (EPF & EDLI) On Basic wages plus VDA		0.50%		
e	ESIC (Employees' State Insurance Corporation)	Calculated over Basic plus VDA (not eligible if it is more than ₹21,000/-)	3.25%		
f	<b>Sub-Total (a to e)</b>				
g	Relieving charges for 04 days	Calculated on pro-rata basis for 04 days on (f) i.e., f/26 ~ ₹891/- per day X 04 days			
h	Total mandatory payment per fireman per month (f+g)				
i	Total payment of 01 fireman per month (h*1)				
j	Service charges per month#	minimum 5% of i			
k	<b>Total payment to agency for 1 fireman per month inclusive of service charge (i+j) but exclusive of taxes</b>				
<p><b>#Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis such as cost of materials, tolls and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors are advised to quote service charges after due diligence which should be reasonable and workable. Estimation done for month of 30 days for price bid discovery. May vary on actual basis.</b></p>					
<p><b>Total cost in words Rupees..... and in numbers Rupees.....</b></p>					
<p><b>All figures shall be quoted/ calculated upto two decimal points and rounded off as necessary.</b></p>					

***If a contractor / firm quotes 'NIL' charges/consideration for providing manpower services over & above the minimum wages, the bid shall be treated as unresponsive and will not be considered.***

**Note 1: - Rates shall be quoted as "Total Cost for 01 Fireman per Month" as per Central Govt. Minimum Wage Act.**

**Note 2: - For all calculation, there shall be 30 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.**

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

**Note 4: - Contractor is required to quote the service charge. Service charge is to be quoted upto two decimal points only.**

**Note 5: - Sl. No. a, b, c, d & e in the calculation sheet proposed shall be paid as per Central Govt. Acts/Notifications including amendments.**

**Note 6:- Sl. No. b, c & d are restricted to ₹15,000/- as per EPF Act.**

**Note 7:- Basic Wages plus VDA at Sl. No. (a) are as per Central Govt. Latest Minimum Wages Gazette Notification.**

**Note 8: - Rates quoted would be applicable for the entire period i.e. up to contract period. However, revision in rates would be considered only if the minimum wages & taxes are revised.**

**Note 9:- Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis such as cost of materials, tolls and equipment as per requirement, uniform for labourers, other overheads, etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation at Sl. No. (j) in the calculation sheet.**

**Note 10: - Contractors/Bidder shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment. However, bonus will not be included in Price bid for bid evaluation purpose.**

**Note 11:- Selection will be based on the grand total quoted at the price bid by the bidders. If two or more bidders quote the same amount, the bid will be evaluated as per the GeM mechanism of RA or any other mechanism available in GeM portal. In such case, the decision of NABARD will be final and binding to all the bidders.**

**Note 12:- VDA=Variable Dearness Allowance, ESI= Employees' State Insurance, EPF= Employees' Provident Fund, EDLI= Employees' Deposit Linked Insurance Scheme.**

**Note 13: - Conditional price bid will be rejected.**

**Date: Signature of the tenderer with seal**

**Place:**

