



परिसर, सुरक्षा और अधिप्राप्ति विभाग
DEPARTMENT OF PREMISES, SECURITY
AND
PROCUREMENT

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE
AND
RURAL DEVELOPMENT

पंजाब क्षेत्रीय कार्यालय, सेक्टर 34 A, चंडीगढ़
Punjab Regional Office, Sector 34 A, Chandigarh

Tender For Annual Maintenance Contract of Operation and Maintenance of Fire equipment installed at NABARD Punjab Regional office Chandigarh and NABARD Vihar residential colony Mohali.

नाबार्ड पंजाब RO चंडीगढ़ और नाबार्ड विहार आवासीय कॉलोनी मोहाली में स्थापित अग्नि उपकरणों का वार्षिक रखरखाव अनुबंध संचालन और रखरखाव प्रदान कराने के लिये वार्षिक रखरखाव अनुबंध- निविदा

निविदा संख्या :03/2022-23
Tender No: 03/2022-23

Earnest Money Deposit: Rs 26000/- (Rs Twenty six thousand only)

बयाना राशि जमा: 26000/- रुपये (छब्बीस हजार रुपये मात्र)

Signature and Seal of Tenderer

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TENDER PROCESS SCHEDULE

Activity	Date and time
Date of Issue of Tender	03 Jan 2023 at 1000 hrs
Last date for submission of the Bid	23 Jan 2023 till 1000 hrs
Date of Pre – Bid Meeting	09 Jan 2023 at 1100 hrs in Punjab RO.
Date and Time of Opening of Technical Bid	23 Jan 2023 at 1100 hrs
Date and Time of Opening of Financial Bid	To be communicated later

Note: Any change in above schedule, on account of reasons, whatsoever, shall be informed to the bidders by e-mail. Tenderers are advised to periodically check their e-mails for latest updates related to this Tender.

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Important Definitions

1. "NABARD" means National Bank for Agriculture and Rural Development.
2. "The Bank" means NABARD, Punjab Regional Office, Chandigarh.
3. "Recipient", "Respondent", Tenderer and "Bidder" means respondent to the Tender Document.
4. "RO" means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as "Party" and collectively as "Parties".
6. "Bid" means response to this Tender Document.
7. "Tenderer" or "Contractor" shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. "Contract Price" shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. "Appellant Authority" shall mean the Chief General Manager, Head Office of the Bank (the Employer), who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
11. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
12. "Drawing" shall mean all drawings and/or design drawings of the installations and manual of operation of various equipments or any such reference for operation and maintenance furnished by the tenderer/sketches duly signed by

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the authorised Bank Officer or the Consultant on behalf of the employer during the progress of the work.

13. "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Punjab Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Punjab RO, Chandigarh to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for Operation and Maintenance of installed firefighting equipment at Punjab RO, Chandigarh and NABARD vihar, Mohali as mentioned in the Scope of Work.

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The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

Section 1
Notice Inviting Tender

Ref. No. NB. PB. DPSP/ 03 / Maintenance/ 2022-23

03 Jan 2023

Madam/ Sir

Notice Inviting Tender – Annual Maintenance Contract of Operation and Maintenance of Fire equipment installed at NABARD Punjab RO Chandigarh and NABARD Vihar residential colony Mohali

1.1 Invitation for Bids

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

NABARD, Punjab Regional Office, Chandigarh intends to invite Techno-Financial Bids for Annual Maintenance Contract for Operation and Maintenance of Fire equipment installed at NABARD Punjab RO Chandigarh and NABARD Vihar residential colony Mohali from 01 Apr 2023 to 31 Mar 2025. **A complete set of the Tender Document can be obtained from NABARD website www.nabard.org.**

1.2 Objectives of the Tender

(i) Selection of agency for providing following:-

- 01(In 03 Shifts at both places) fire trained person for Punjab Regional office Chandigarh sector 34 A on 24* 7 basis.
- To ensure and maintain the 100% serviceability of all the fire equipment installed/ available at NABARD Punjab Regional Office, Sector 34 A, Chandigarh and NABARD Vihar sector 66 Mohali as per the scope of the work of tender.

1.3 Tender Submission

The Bids can be submitted through e-tendering (e-bid) mode by login to GeM

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portal only.

The e-tender will be available to the bidders /contractors on GeM portal from 10:00 AM onwards from 03 Jan 2023 and also on NABARD's website <https://www.nabard.org> (for reference purpose only)

1.4 Contact Persons

Shri CR Thakur, AGM,
0172-5046704, 9816336992

Shri Neelesh Patel, AM,
0172-5046746, 8144018710

Ms Indu Yadav, AM,
0172-5071411, 704206862

--SD--
(Deputy General Manager)
Punjab Regional Office
Chandigarh

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Section 02

Terms and Conditions -General

2.1 Information Provided

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Tender Document.

2.2 For Respondent Only

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

2.3 All Costs to be Borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering in to agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder in equal proportion.

2.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

2.5 Bidder’s obligation to Inform Itself

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender

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Document with full understanding of its implications. Bids not complying with all the given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

2.6 Errors and Omissions

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

2.7 Acceptance of Terms

The bidders will, by responding to the Bank's Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

2.8 Earnest Money Deposit and Initial Security Deposit

2.8.1 The Bidders shall deposit an amount of Rs 26000/- towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given below:

Name of the A/c Holder	National Bank for Agriculture and Rural Development
A/C No	NABADMN09
IFSC	NBRD0000002
Bank	NABARD Head Office, Mumbai
Type of A/c	Current

(To be paid before submission of the Bid)

The option of submitting EMD as Bankers Cheque/Demand Draft is not available.

2.8.2 The EMD is to be paid before submission of the bid.

2.8.3 However, MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

The EMD receipt or certificate of registration (as MSME) with Central Procurement Organizations should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

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2.8.4 The EMD shall be forfeited if:

- i.) A Vendor/Bidder withdraws the offer during the period of validity of the bid.
- ii.) The successful Vendor/Bidder fails to execute the work satisfactorily within the stipulated time schedule. NABARD's decision in the above cases will be final.

2.8.5 No interest shall be paid on the EMD deposited by the tenderer . EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder

2.8.6 The EMD of the unsuccessful Bidder shall be returned within four weeks of the successful completion of the Bid Process.

2.8.7 The EMD of the successful Bidder shall be retained as Initial Security Deposit payable at the end of the Contract Period.

2.8.8 An Initial Security Deposit (ISD) amounting to 2% of the value of Contract shall be deposited by the successful Vendor within fifteen days of the Work Order. ISD payable will be net of EMD deposited earlier. ISD shall be deposited by way of RTGS/NEFT to the Account of the Bank, as per the details given above at para 2.8.1.

2.9 Indemnity

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

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2.10 Liability of the Selected Bidder

Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the firm and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender Document. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

"Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to loss of income or profits."

2.11 Negligence by the Bidder

In connection with the work or contravening to the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

2.12 Obligations of the Bidder

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

2.13 Termination of the Contract

The Bank reserves its right to cancel the entire contract in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in completion of the work beyond the specified periods for reasons solely ascribed to the bidder.
- ii. Serious discrepancies noted in the conduct of the work.
- iii. Breaches in the terms and conditions of the contract.
- iv. If the bidder fails to perform any other obligation(s) under this Tender/and subsequent agreement.

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2.14 Effect of Termination

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

2.15 Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be one only with the explicit written permission of the Bank.

2.16 Inspection of Records

All bidder's records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

2.17 Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure IV. The Prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the Bid. Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received

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regarding tenders and submit their report to the Chief Executives and also to the Chief vigilance Officer of bank in case of suspicion of irregularities.

2.18 Compliance with Laws

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes for providing the Electrical Operation and Maintenance Services under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

2.19 Resolution of Disputes

In case of failure to resolve the disputes and differences amicably, the matter may be referred to a single arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out the specific disputes therein. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the arbitration shall be Chandigarh under the exclusive jurisdiction of the courts at Chandigarh. The language of arbitration shall be English. The award shall be final and binding on both the parties. Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by NABARD or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD, to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters, thereof. The cost of arbitration (except

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the cost and fee of advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the advocates.

2.20 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, for award of contract, if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

2.21 Violation of Terms

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

2.22 Non-disclosure of Information

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

2.23 No Commitment to Accept any Bid

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their

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offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

2.24 Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

2.25 Exit Option

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder. The contractor will have an option to exit from the contract if felt so, by serving a notice period of 90 days.

2.26 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days' notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. In case,

Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

2.27 Disqualification

Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc. will be a disqualification.

Section 03

Terms and Conditions-Special

3.1 In the event of the bidder / tenderer quoting NIL charges (which includes all derivatives of zero / consideration), the bid shall be treated as unresponsive and will not be considered.

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

3.3 The Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.

3.4 Responsibilities of the works to be carried out

- i. The contractor/tenderer shall be entirely responsible for operation and maintenance, its functioning according to the laid down criteria and as per the guidance of local statutory authorities and its requirements. Notwithstanding the details furnished, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.
- ii. Contractor shall make available at site the following bare minimum tools and tackles all the time (Note: these tools and tackles should be available at site all the time whether these are required at site or not). In case of failure to provide these, the Bank shall purchase these items from open market and the cost will be recovered from the monthly bills.
 - i. Line tester one each for one person deployed
 - ii. Pliers of required size and types
 - iii. Hammer one number
 - iv. Screw Driver set
 - v. Spanner – set
 - vi. Pipe wrench
 - vii. Safety equipment as per the requirements
 - viii. Rope – 50 mtrs
- iii. contractor shall make available at site any 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,

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Rain / water protection equipment etc. which may be required for the purpose of any job at no additional charges.

- iv. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, tools, and for and in the full and entire execution of the works.
- v. The descriptions given in the Bill of Quantities, unless otherwise stated, be held to include, carriage and cartage, carrying and return of hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.
- vi. If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority documents and his decision shall be final and binding on contractor.
- vii. Any error in description or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to the scope of works, specifications or from any of his obligations under the Contract.
- viii. The contractor shall forthwith comply with and duly execute any work comprised in such employer's/Consultant's instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the work by the Employer shall if involving a variation be confirmed in writing to the contractors within 7 days.
- ix. The contractor shall conform to the provisions of operation instruction (manual) relating to the equipments or machinery's installed and covered under scope of annual maintenance contract of the supplier or their authorized service agents.
- x. The contractor shall not modify or tamper with the design or components or indulge in such activity, which could result in malfunctioning or cause damages to the system or considered objectionable by the suppliers of the original equipment or, copy or infringe upon the patent rights of the company with whose system and design/technical knowhow utilised in this installations.
- xi. In the event of any essential modification or for emergent restoration of power system or for any specific reasons, the contractor shall before making any variations from specification that may be associated to so conform, seek the Employers' permission specifying the variations proposed to be made and the reasons for making them and with the approval the same may be undertaken.

3.5 Tenderer shall visit the sites

Intending tenderer shall visit the site and make himself thoroughly acquainted with the installation, electrical equipments, its design and system, the local site conditions, nature and requirements of works, facilities of transport condition, effective labour, access and storage for tools and equipments etc.

The successful tenderer will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer/Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

3.6 Government and Local Rules

- i. The operation and maintenance works involves involvement of U.T. Chandigarh/ Govt. of Punjab. It is necessary for the contractor to operate and maintain as per their directions and in association with them. It is also imperative that statutory norms and formalities issued by such statutory authorities are strictly followed.
- ii. The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc., and their various departments associated with the installation at our premises, and of any company whose system and equipment is installed, proposed to be connected/utilized.
- iii. The contractor shall keep necessary books of records and other documents for the purpose of this condition as may be necessary and authorized representative of the Employer and/or the Engineer-in-Charge and further shall furnish such other information/document as may be required from time to time.
- iv. In case of any periodical data, reports or statements are to be submitted to the statutory authorities the same shall be the responsibility of the contractor and undertaken with due authorization of the Employer.
- v. If any statutory fees or contract renewal fees or any such fees are to be paid by the contractor for undertaking this work or during the course of work, renewal of their license etc., the contractor shall pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.
- vi. The contractor shall indemnify the Employer against all claims or penalty in respect of any statutory levy resulting in non-fulfillment to obligation by the contractor, rights, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer aloof and indemnified in all respects from such actions, cost and expenses.

3.7 Other Persons or Agencies engaged by the Employer

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The employer reserves the right to execute any part of the work included in this contract by other agency or persons and contractor for execution of such work. The contractor shall extend all co-operation in this regard.

Wherever the work is proposed in co-ordination with other agencies, the contractor shall co-operate with the schedule of works in such a manner as worked out by the Engineer-in-Charge of the Employer.

3.8 Site Office and Functional Responsibilities

- i. Storage of materials: The contractors shall make use of existing facilities with due permission of the Employer for storage of materials at site and the safety of materials shall be the responsibility of the contractor.
- ii. Clearing site and clearing out : Upon completion of the contract period or in the event of termination of the contract, the site establishment shall be cleared of all obstructions, removal of all materials, tools & equipments belonging to the contractor with due authorisation of the Employer, waste materials, rubbish of all kinds within the specified period. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipments, materials or installations shall be re-done to maintain the originality and levelled at the contractors own cost.

When the period of contract comes to an end by any reason, the contractor shall take all precautions necessary for the protection of equipments, installations etc.

- iii. Offensive, Explosive or Toxic materials: The contractor shall not keep machines and any such devices or material of toxic and poisonous nature or any material which are explosive in nature within the site or building. Any such offensive material which are essentially required in course of work shall be undertaken with due written permission of the Employer provided such materials are permissible under law.
- iv. Access: Other than the authorised representatives of the Employer or Engineer-in-Charge or statutory bodies or City Corporation, access to any others shall be strictly restricted. The Contractor's workers or employees who are authorised to be present during their official hours alone shall be present.

The Contractor shall take full responsibility of ensuring that no unauthorised person visits/stays or collects any kind of information connected with the Bank's installation. Any such happenings shall be brought to the notice of appropriate authority of the Employer.

3.9 Contractor's Workers

The contractor shall be directly responsible for employing suitable persons and for all reasons only the Contractor shall be responsible to the Employer and all authorities concerned. The following terms shall also form part of the contract.

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- i. Only qualified technical persons: The contractor shall employ technically qualified and competent workers for the work who shall be available throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Employer/Consultant. The workers shall have the requisite supervisory permit or wire man permit for appropriate nature of work undertaken.
- ii. No child Labour: No labour below the age of eighteen years shall be employed on the work. The Employer shall not be responsible or any deviation and the contractor shall indemnify the Employer from any legal action or in any way directly or indirectly.
- iii. Labour Legislation: The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees liability Act, 1939, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. The contractor will ensure that the rates of work payable to the workers by the contractor shall not be less than the rates prescribed under the local laws for such employment. The rates payable to the workers shall be as applicable in UT.

The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

The Statements of all the payments (Wages, Bonus, ESI EPF etc.) made by contractor to his employees (deployed in NABARD Premises) need to be submitted to Bank Quarterly.

- iv. Dismissal of Workmen: The contractor shall on request of the Employer immediately dismiss or take off from the works any person employed thereon by him, who may in the opinion of the employer be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation of damages against the Employer or any of their employee.

3.10 Assignment

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or under let the contract or any part, share of interest therein. Such cause of action can be treated as breach of contract and liable for appropriate action by the Employer. In the event shall not relieve the contractor from the full and entire responsibility of the contract and to the Employer.

3.11 Damage to Persons and Property, Insurance, etc

- i. Damages to persons: The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the

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structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractors employees, whether such injury or damages arise from carelessness, accident or any sub-contractor or of any of his or a sub-contractors employees, whether such injury or damage connected with the carrying out of this contract.

- ii. The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to in respect of injury or damage under any acts of compensation or damages consequent upon such claim.
- iii. Damages to Property: The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- iv. If the contractor or Person deployed by him shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cable or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work while in progress, contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit.

The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim for damages from any sums due or to become due to the contractor.

- v. **INSURANCE:** The contractor shall insure his workmen/employees and keep them insured during the period of contract. In the event of any untoward incidents to the contractor's employees or workmen or any persons engaged by the contractor the Employer shall not be responsible in any manner whatsoever. The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or death to persons as aforesaid and also in respect of any claim made under any acts of compensation or damage consequent upon such claim. Copy of the insurance shall be submitted within 01 month from the date of award of contract.

3.12 Payment Terms, Advance Payment and its Recovery:

- i. Minimum wages applicable for Skilled manpower will be paid to the deployed person as per the Government guidelines which includes Minimum wages, EPF and ESI as applicable and reliever charges. No service charge will be paid on it to contractor.
- ii. Actual to the Payment of operator will be made as per clause 3.12(i), however the same would not be part of the financial bid.
- iii. The bills will be raised on monthly basis and would be settled normally within a period of 15 working days. All payments will be made through e-payments after due statutory deductions.

3.13 Escalation

The rate quoted shall be firm throughout the tenure of the contract including renewal rates offered and accepted and will not be subject to any fluctuation due to increase in cost of materials, labour etc. unless specifically provided in these documents, whatever the reasons may be, no claim for idle labour, additional establishment cost of hires and labour charges of tools and plants would be entertained under any circumstance.

3.14 Terms and Conditions for Recovery or Forfeiture of security Deposit

The work of operation and maintenance is considered as an essential requirement and the contractor is expected to function with all due diligence as per the tender conditions the Employer shall effect necessary recovery without any prejudice to any such action or legal recourse which may be considered essential.

- i. If the contractor or their employees are absent on particular day(s) or fails to provide emergent services as and when warranted the employer reserves the right to get the work done by engaging suitable person and the charges for the same including incidental charges shall be deducted from any amount payable to contractor.
- ii. In case of contractor or their workers refuse to comply with the work or instructions of the employer, it shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/Consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor.
- iii. At the end of the contract by any reasons and in the event of failure to clear the site as required the Employer have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deduction in the payments due to the contractor and the contractor shall not dispute such payments.
- iv. In the event of causing any damages to the property, installation of the employer which in their opinion was on account of negligence on the part of

contractor or their workers deserving to be penalized. The authority has the right to appeal with the appellant authority of the Employer.

- v. The Employer shall have the right to adjust, set off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

3.15. Suspension and Termination of Work

Subject to other provisions contained, the employer may without prejudice to any other rights or remedy against the contractor in respect of any delay in commencing, completing or during the progress of work on grounds of inferior workmanship, serve notice in writing absolutely determine and cancel the contract in any of the following cases :

- a. If the contractor having been given by the employer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanship like manner shall simply with the requirement of such notice for a period of seven days thereafter.
- b. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- c. If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to competently operate and maintain the work, the employer in his opinion (which shall be final and binding) suspend the contract after a notice in writing of seven days.
- d. If the contractor persistently neglects to carry out his obligations under the contract and/or commits default and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank, the employer may terminate the contract without further notice.
- e. If the contractor commits any acts mentioned in terms of tender thereof; and when the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers :
 - ❖ To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Employer.

- ❖ In any such event the contractor shall have no claim or compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; provided further that any of the recoveries to be made when the excess cost incurred by the employer is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security Deposit so forfeited.

In any case in which any of the powers conferred upon the employer thereof, shall have become exercisable and the same shall not be of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

3.16 Settlement of Disputes and Arbitration

It shall be inseparable part of the agreement that in the event of any dispute arising in connection with this contract that such dispute shall be referred to the sole arbitration to be appointed by the appellant authority.

The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment hereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The award of the arbitrator shall be final and binding on both the parties.

It is also a term of the contract that any fee TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

3.17 Lien

Whenever any claim or claims for payment of a sum of money arises out of contract against the contractor, the employer shall be entitled to recover the whole or in part from the security amount, if any, deposited by the tenderer and for the purpose aforesaid, the Employer shall be entitled to withhold as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount of amounts referred to above, from any sum found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the employer pending finalization or adjudication of any such claim.

Section 04

Safety Code

4.1 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.

4.2 The Contractor shall maintain in a readily accessible place first-aid equipment including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

4.3 Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc. by persons deployed by Contractor are strictly prohibited in the building premises.

4.5 The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.

4.6 It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.

4.7 A penalty of Rs. 1000/- (Rupees. One Thousand only) shall be levied for violation of Safety Code. A penalty of Rs. 2000/- (Rupees Two Thousand only) shall be levied if violation is repeated.

4.8 Penal action will also be taken if the Contractor's supervisors and workmen do not wear uniforms and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats.

4.9 The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.

4.10 Adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle.

Section 05
Scope of Work

5.1 PART I

NABARD Punjab RO Chandigarh

The NABARD Punjab RO building is G+ 4-floor building located at Chandigarh and has basement.

Operation

One fire trained Manpower on 24 hours (03 shift a of the) for all 07 days of the week need to be deployed. The said manpower is responsible for operation of the firefighting equipment installed at NABARD Punjab RO in case of any emergency. The said manpower is responsible for handling of fire in case of controllable fire. He/She has to regularly train all staff members including contract staff members about handling of the firefighting equipment.

Maintenance

Maintenance of all the firefighting equipment installed/available at NABARD Punjab RO.

1. Fire extinguishers

(a) Water Type (Gas Pressure) extinguisher

Sl.no	Type of Maintenance	Activities
1.	Routine	<ul style="list-style-type: none"> • Clean the body. • Clean and Polish Brass Parts with Metal Polish. • Check nozzle and vent holes in the cap. • Clean spring loaded piercer.
2.	Quarterly	<ul style="list-style-type: none"> • Ensure that sealing disc is intact. • Check piercing mechanism for its proper working • Replace the cartridge if there is loss of more than 10% of its contents. • Check the nozzle and clean it, if clogged.

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		<ul style="list-style-type: none"> Remove the water clean the body internally and refill it with clean fresh water.
3.	Biannually	<ul style="list-style-type: none"> The extinguishers shall be subject to pressure test. The extinguishers shall be subject to a gradually increased pressure of 17.5 kg/cm² and it shall withstand this pressure for 2.5 minutes.

(b) Foam Extinguisher

Sl.no	Type of maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> Same as in case of water type extinguisher.
2.	Quarterly	<ul style="list-style-type: none"> Check vent holes in the cap and clean them if clogged. Check washer inside the cap and replace it, if necessary. Check the plunger/disc and rod.
3.	Annually	<ul style="list-style-type: none"> All the extinguishers which have not been operated during any emergency shall be operated once in a year. If any of these extinguishers are found to be leaking all the remaining extinguishers shall be subjected to pressure test. Extinguishers with rusted body shall be subjected to pressure test without going in for the discharge test, the jet shall project to a minimum distance of 08 mtrs. For at least 30 seconds.
4.	Biannually	<ul style="list-style-type: none"> All the extinguishers shall be subjected to pressure test. The extinguishers shall be subjected to a gradually increased pressure of 17.5 kg/cm² and it shall withstand this pressure for 2.5 minutes.

(c) Dry chemical powder Extinguisher

Sl.no	Type of Maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> Same as in case of water type extinguisher.

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2.	Quarterly	<ul style="list-style-type: none"> • Check and lightly grease the threads in the cap. • Check vent toilets and clean them, if necessary • Check the nozzle for clogging • Check the rubber hose if provided and apply French Chalk powder externally. • Check the piercing mechanism for proper functioning. • Check the washer in the cap. • Check and weigh the cartridge. If the weight is reduced by more than 10%, the cartridge shall be replaced. • Check the powder for caking for granulation. • Clean and Polish the body with wax polish.
	Annually	<ul style="list-style-type: none"> • 20% of the extinguishers which have not been operated during any emergency shall be put under discharge test once in a year. If any of these extinguishers are found to be leaking all the remaining extinguishers shall be subjected to Pressure test without going in for discharge Test. During the Discharge test a 02 kg capacity extinguisher shall expel 80% of its contents within 10 to 15 secs and the jet shall project to a distance of 3-4.5 mts and a 10 Kg capacity extinguisher shall expel 80% of its contents within 23 to 30 Secs and the jet shall project to a distance of 5 to 7.5 mtrs. • All the extinguishers bodies to be subjected to a gradually increased pressure of 31.5 kg/cm² upto 2.5 minutes once in 05 years.

(d) Carbon dioxide Extinguishers

Sl.no	Type of Maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Clean the body, horn and wheel locking pin.
2.	Quarterly	<ul style="list-style-type: none"> • Weight the extinguisher, if the weight of the contents is reduced by more than 10%, it shall be sent for recharging. • Clean and polish the body with wax polish. • Check tube, horn, joints, locking pins. Apply French Chalk powder for the tube externally. • Whenever the extinguisher is sent for recharging it shall be ensured that the same is pressure tested

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		by the gas recharging company by subjecting it to a pressure upto 210 kgs/cm ² .
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i. Wet riser system

The NABARD Punjab RO building has 02 lines of wet riser systems installed for its maintenance activity with time as tabulated below: -

Sl.no	Type of maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Check and clean hydrant valves hose reels, fire shafts and replace missing parts if any immediately. Keep the system in working condition at all times. • Inspect the system for any leakage with special attention to fittings valves pipelines joints air valves and set them right immediately if required. • Check the fuel tank of diesel engine driven fire pump, if provided. • Check the batteries for proper charge level of electrolyte and good terminal connections. • Check the level of the water in the static water tank for fire fighting purposes.
2.	Weekly	<ul style="list-style-type: none"> • Check the automatic working of the pump. • Check the gland packing. • Check the level of water in the priming tank and replenish it, if required.
3.	Monthly	<ul style="list-style-type: none"> • Check the automatic operation of the hydrant system. • Operate all the hydrant valves and check washers, Lugs, Couplings, nozzles etc. • Check C.I Valve gland packing's and adjust/replace if required.

		<ul style="list-style-type: none"> • Check rubber hoses giving special attention to couplings, washers, lugs and canvas jacket and swivel arrangement of the rubber hose reel.
4.	Quarterly	<ul style="list-style-type: none"> • Drain the wet riser system thoroughly set it to the required pressure. Check the air Valves for efficient functioning. Check the operations of various switches by stimulating conditions. Clean all contract area of pressure switches. • Charge the dry riser system using both the external sources of water supply, check for any leakages. Test the automatic air valves. Drain the entire dry riser system by opening the drain valve and keep the system dry and clean. • Unroll the hose reels completely. Allow the water to pass through the rubber tubing/ canvas hoses reels properly. French chalk powder to the rubber tubing shall be applied before re rolling.
5.	Half yearly	<ul style="list-style-type: none"> • Check all contacts and termination points of cables on starter and switches and motor side and tighten all loose connections. • Check and ensure that all fuses are in good condition and contact surface are free from pitting. • Megger the electrical system for effective insulation resistance. • Check current drawn by motors to ensure that it is not beyond the rated values. • Check earthing system for its effectiveness. • Service all the valves. • Inspect suction pipe, intake and foot-valve to ensure a that they are free from obstructions, foreign materials etc. • Clean the static water storage tanks as per

	Annually	<ul style="list-style-type: none"> • Test the gauges on the installation by comparing them with a test gauge.
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ii. Sprinkler System

Sl no	Type of maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Check main controlling valve, inspect for any leakages in fittings, Valves, pipeline, points, air valves to get designed water designed water pressure in the system. • Check the level of water in the static water tanks to ensure that the tanks are full at all times. • Check the reading on pressure gauges with reference to standard reading. • Clean and check the piping to ensure that it is free from any damage, corrosion,dust and other foreign materials etc.
2.	Weekly	<ul style="list-style-type: none"> • Check flow alarm device. The small valve controlling the water supply to alarm device shall be in open position. • Test the alarm gong. • Start the pump by opening test valve to ensure dependability of the pump bearings, stuffing box, suction pipe strainers.
3.	Monthly	<ul style="list-style-type: none"> • Clean the sprinklers glass bulbs with spirit. • Inspect and service the installation valve.
4.	Quarterly	<ul style="list-style-type: none"> • Drain the sprinklers syatem thoroughly and set it to the required pressure.
5.	Half Yearly	<ul style="list-style-type: none"> • Inspect suction pipe, intakes and foot- valve to ensure that they are free from obstructions foreign materials, etc. • Clean the tanks thoroughly.
6.	Annually	<ul style="list-style-type: none"> • Test the system by actuating one of the sprinklers heads. • Test the gauges on the installation by comparing them with a test gauge.

For pressure switches, pumps and other similar gadgets, instructions listed out in the case of wet riser system shall apply.

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iii. Fire Brigade Inlets (Breacher connection)

Sl.no	Type of Maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Clean and check the water-inlets for any damages. • Ensure that the water- inlets are covered with blank- caps.
2.	Quarterly	<ul style="list-style-type: none"> • Pass water under pressure through the inlets check for any leakage in the pipe line and the non-return valve. Drain the pipe line.

iv. Fire Fighting Pump Installations

- i. Approach to the fire pump room shall be kept neat and clean of debris, etc. The approach shall be an adequately illuminated.
- ii. The key of the fire pump room shall be easily available at the time of emergency.
- iii. The fire pump room shall be kept neat and clean and shall not be used for any other purpose. No other material except fuel and lubricant, spares for the engine and the Pumps shall be stored in this room. An emergency lamp in a good working condition shall always be available in the room.
- iv. Sufficient number of persons, including a few of the watch and ward staff shall be adequately trained in the operation of the fire pump and it shall be ensured that at least one person is available to operate the pump at any time.
- v. The fire pump shall be operated on alternative days for about five minutes to ensure that the same is in good working condition. It shall be ensured that the pump lifts water without need for priming every time.
- vi. It shall be ensured that fuel tank is always full and a stock of fuel equivalent to the capacity of the tank shall be available in the pump room. The engine oil shall be checked periodically and replaced, if necessary. A log book for recording receipt and consumption of fuel engine oil shall be maintained by the person operating the pump.
- vii. If the pumps fail to function on any day, immediate action shall be taken to get it repaired and commissioned, keeping the down time to minimum.
- viii. The person responsible for operating the pump shall maintain a log book containing the information about the date and time of operating of fire pump, details of defects, if any, noticed with time and date, action taken to set right the defects the time at which the pump set was out back into operation.

- ix. If the fire pump is under maintenance service contract it shall be ensured that an official accompanies the service mechanic and records the maintenance works carried out in the log book.
- x. As far as possible the procedure laid down in the tariff Advisory committee's firefighting manual shall be followed for operation and maintenance of the firefighting pumps and installations.

Fire safety Alarm

Maintenance of fire safety alarm and smoke/heat detectors (Fire Safety system) installed at office.

5.2 NABARD VIHAR, Sector 66 Mohali.

NABARD Vihar has 03 blocks out which two blocks have 05 floors and one block have 03 floors.

Maintenance

Maintenance of all the firefighting equipment installed/available at NABARD Vihar.

i. Fire extinguishers

(a) Water Type (Gas Pressure) extinguisher

Sl.no	Type of Maintenance	Activities
1.	Routine	<ul style="list-style-type: none"> • Clean the body. • Clean and Polish Brass Parts with Metal Polish. • Check nozzle and vent holes in the cap. • Clean spring loaded piercer.
2.	Quarterly	<ul style="list-style-type: none"> • Ensure that sealing disc is intact. • Check piercing mechanism for its proper working • Replace the cartridge if there is loss of more than 10% of its contents. • Check the nozzle and clean it, if clogged. • Remove the water clean the body internally and refill it with clean fresh water.

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3.	Biannually	<ul style="list-style-type: none"> • The extinguishers shall be subject to pressure test. • The extinguishers shall be subject to a gradually increased pressure of 17.5 kg/cm² and it shall withstand this pressure for 2.5 minutes.
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(b) Foam Extinguisher

Sl.no	Type of maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Same as in case of water type extinguisher.
2.	Quarterly	<ul style="list-style-type: none"> • Check vent holes in tge cap and clean them if clogged. • Check washer inside the cap and replace it, if necessary. • Check the plunger/disc and rod.
3.	Annually	<ul style="list-style-type: none"> • All the extinguishers which have not been operated during any emergency shall be operated once in a year. If any of these extinguishers are found to be leaking all the remaining extinguishers shall be subjected to pressure test. Extinguishers with rusted body shall be subjected to pressure test without going in for the discharge test, the jet shall project to a minimum distance of 08 mtrs. For at least 30 seconds.
4.	Biannually	<ul style="list-style-type: none"> • All the extinguishers shall be subjected to pressure test. The extinguishers shall be subjected to a gradually increased pressure of 17.5 kg/cm² and it shall withstand this pressure for 2.5 minutes.

(c) Dry chemical powder Extinguisher

Sl.no	Type of Maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Same as in case of water type extinguisher.
2.	Quarterly	<ul style="list-style-type: none"> • Check and lightly grease the threads in the cap. • Check vent toilets and clean them, if necessary • Check the nozzle for clogging

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		<ul style="list-style-type: none"> • Check the rubber hose if provided and apply French Chalk powder external. • Check the piercing mechanism for proper functioning. • Check the washer in the cap. • Check and weigh the cartridge. If the weight is reduced by more than 10%, the cartridge shall be replaced. • Check the powder for caking for granulation. • Clean and Polish the body with wax polish.
	Annually	<ul style="list-style-type: none"> • 20% of the extinguishers which have not been operated during any emergency shall be put under discharge test once in a year. If any of these extinguishers are found to be leaking all the remaining extinguishers shall be subjected to Pressure test. Without going in for discharge Test. During the Discharge test a 02 kg capacity extinguisher shall expel 80% of its contents within 10 to 15 secs and the jet shall project to a distance of 3-4.5 mts and a 10 Kg capacity extinguisher shall expel 80% of its contents within 23 to 30 Secs and the jet shall project to a distance of 5 to 7.5 mtrs. • All the extinguishers bodies to be subjected to a gradually increased pressure of 31.5 kg/cm² upto 2.5 minutes once in 05 years.

(d) Carbon dioxide Extinguishers

Sl.no	Type of Maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Clean the body, horn and wheel locking pin.
2.	Quarterly	<ul style="list-style-type: none"> • Weight the extinguisher, if the weight of the contents is reduced by more than 10%, it shall be sent for recharging. • Clean and polish the body with wax polish. • Check tube, horn, joints, locking pins. Apply French Chalk powder for the tube externally. • Whenever the extinguisher is sent for recharging it shall be ensured that the same is pressure tested by the gas recharging company by subjecting it to a pressure upto 210 kgs/cm².

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ii. Wet riser system

Each block have a lines of wet riser systems installed for its maintenance activity with time is tabulated below: -

Sl.no	Type of maintenance	Activity
1.	Routine	<ul style="list-style-type: none"> • Check and clean hydrant valves hose reels, fire shafts and replace missing parts if any immediately. Keep the system in working condition at all times. • Inspect the system for any leakage with special attention to fittings valves pipelines joints air valves and set them right immediately if required. • Check the fuel tank of diesel engine driven fire pump, if provided. • Check the batteries for proper charge level of electrolyte and good terminal connections. • Check the level of the water in the static water tank for fire fighting purposes.
2.	Weekly	<ul style="list-style-type: none"> • Check the automatic working of the pump. • Check the gland packing. • Check the level of water in the priming tank and replenish it, if required.
3.	Monthly	<ul style="list-style-type: none"> • Check the automatic operation of the hydrant system. • Operate all the hydrant valves and check washers, Lugs, Couplings, nozzles etc. • Check C.I Valve gland packing's and adjust/replace if required. • Check rubber hoses giving special attention to couplings, washers, lugs and canvas jacket and swivel arrangement of the rubber hose reel.

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4.	Quarterly	<ul style="list-style-type: none"> • Drain the wet riser system thoroughly set it to the required pressure. Check the air Valves for efficient functioning. Check the operations of various switches by stimulating conditions. Clean all contract area of pressure switches. • Charge the dry riser system using both the external sources of water supply, check for any leakages. Test the automatic air valves. Drain the entire dry riser system by opening the drain valve and keep the system dry and clean. • Unroll the hose reels completely. Allow the water to pass through the rubber tubing/ carnvass hoses reels properly. French chalk powder to the rubber tubing shall be applied before re rolling.
5.	Half yearly	<ul style="list-style-type: none"> • Check all contacts and termination points of cables on starter and switches and motor side and tighten all loose connections. • Check and ensure that all fuses are in good condition and contact surface are free from pitting. • Megger the electrical system for effective insulation resistance. • Check current drawn by motors to ensure that it is not beyond the rated values. • Check earthing system for its effectiveness. • Service all the valves. • Inspect suction pipe, intake and foot-valve to ensure a that they are free from obstructions, foreign materials etc. • Clean the static water storage tanks as per

	Annually	<ul style="list-style-type: none"> • Test the gauges on the installation by comparing them with a test gauge.
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iii. Fire Brigade Inlets (Breacher connection)

Sl.no	Type of Maintenance	• Activity
1.	Routine	<ul style="list-style-type: none"> • Clean and check the water-inlets for any damages. • Ensure that the water- inlets are covered with blank- caps.
2.	Quarterly	<ul style="list-style-type: none"> • Pass water under pressure through the inlets check for any leakage in the pipe line and the non-return valve. Drain the pipe line.

iv. Fire safety Alarm

Maintenance of fire safety alarm and smoke/heat detectors (Fire Safety system) installed at office.

Responsibilities of the Contractor

- i. All the tools, tackles and instruments required for repairing, replacing and testing the installed firefighting system in the office/flats shall be provided by the contractor.
- ii. The contractor shall take full responsibility for providing required tools, equipments and measuring instruments considering the requirement for proper operation of the installation. The contractor shall also take full responsibility for providing safety equipment like hand gloves, industrial helmets, shoes etc. to their employees/as per the standard operating instructions by Govt of india.
- iii. The employer shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The employer shall not be responsible for the safety of the workers/persons at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time. The contractor shall take adequate insurance of the workers/staff engaged at site.
- iv. The Employer on no account shall be responsible for storage of tools or materials or loss or pilferage or theft either in respect of the contractor's belongings or of their worker's or representatives.
- v. Any facilities available at site shall be utilised only with prior permission of the Employer or the in-charge of the site/building owner and cannot be taken as granted. For utilisation of such services the Employer is entitled to charge at his discretion.
- vi. No extra charge shall be paid over and above what has been quoted for any of the above or for similar such services.
- vii. The contractor has to provide necessary ID cards to its employees with relevant details of the employee and contract. No employee without ID cards will be allowed in the premises.
- viii. Following is not included in the scope of work of this contract, which will be browned by the bank
 - (a) Supply of components & parts of electrical LT panels, motors and starters.
 - (b) Pipe welding/ pipe replacement.
 - (c) Refilling of fire extinguishers for annual servicing or used during the demonstration of training. The major components of heat and

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smoke detectors, response indicators, hooters, manual call points, cables etc. if required to be replaced shall be provided by the bank.

Section 06
Pre-Qualification criteria

S.No	Criteria	Qualification	Supporting Documents to be uploaded
1	Working Experience in Providing taxi to Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Corporate Sector/ Banks/Insurance Companies.	Minimum experience of Five (05) years as on 31 Oct 2022	Copies of work Orders.
2	Annual turnover during each of the three years ending 31 March 2022 2019-2020 2020-2021 2021-2022	Not less than Rs 06 lakhs	Audited Account Statements (Balance Sheets / P& L A/c)
3	Value of Works attended to as described.	Three works of the nature similar to Sr No 1 above of value not less than Rs 15 lakhs Or Two works of the nature similar to Sr No 2 above of value not less than Rs 10 lakhs Or One work of the nature similar to Sr No 3 above of value not less than Rs 07 lakhs	Copies of work Orders and proof of amount paid by the organisation to agency(copy income tax statement/ letter from the organisation mentioning the paid amount for services annually etc.

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4	Nature of Clients	At least one of the on-going contract with a Government Department/ Organisation/PSU/ Banks/Insurance Companies.	Copy of the work Order
5	Own Office	Should have their own office within the areas of Chandigarh, Panchkula, Mohali (Tricity)	Copy of Telephone Bill / Rent Agreement, etc
6	No of fire trained manpower on roll of company	Should have minimum of 08 Fire trained manpower.	Proof for the same, copy of latest EPF and ESI Challan. Proof of fire education or training of the manpower.
7	Legal Structure Private Limited/Public Limited, Partnership, Proprietorship		Copy of registration certificate firm or any other similar certificate.

Section 07

Submission of the Bid

6.1 Who can submit the Bid?

The bid shall be submitted only by those agencies which should meet the Pre-Qualification Criteria of the tender indicated in section 06 .

6.2 Technical & Financial Bids

The bids (Technical & Financial) must be submitted in form of E- Bid at GeM portal.

6.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below :

6.3.1 The Technical Bid The interested bidders may submit the Technical Bid as per Annexure I of the tender Document on the portal. The following documents shall be uploaded with the Technical Bid:

- Details of EMD deposited - Annexure II
- Letter of Undertaking from the Contractor – Annexure V
- Pre-Contract Integrity Pact – Annexure IV (To be submitted along with Technical bid on the requisite stamp paper. NO hard copy of contract is required).
- Non-Disclosure Agreement – Annexure VI

6.3.2 The Financial Bid

The Financial Bid shall indicate the Financial quotes for the Services as per the terms and condition and format prescribed in Part II of E-Tender. Features of the Financial Bid are indicated below:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed and applicable.
- ii. Rates must be quoted for all the items of BOQ. Incomplete BOQ will not be considered.
- iii. Validity of offer will be for 180 days from the date of opening of Price- Bid.

Section 08

Evaluation and Selection of the Bids

7.1 Opening of the Bids

Bids will be opened through E-Tendering Process the Bank in the presence of bidders who choose to attend the bid on the opening date through offline/online mode. No separate intimation will be given in this regard to the bidders for deputing their representatives except electronic message.

7.2 Criteria for Evaluation of Bids

- i. The Bank Will Evaluate the bids on Quality and Cost Based Selection (QCBS) criteria for scrutiny to decide successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section. If any requisite document is required, the same should be given to NABARD on short notice.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in **Section 07** of this document.
- iv. The Technical Bids shall be evaluated first and the Financial Bids of qualified agencies will be opened later on. The Evaluation Criteria for Technical Bids is as defined in para 7.3. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders will be opened and tender will be awarded to the eligible bidder.

7.3 Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 100 marks as indicated below:

Sr.No.	Criteria	Max. Marks
I	Past Work Experience of the Agency	15
A	=Or>5<7 years	5
B	=Or>7<10 years	10
C	=Or>10	15
II	Turnover (Rs lakh)	15

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A	=Or>6<10	5
B	=Or>10<15	10
C	=Or>15	15
III	Assignments executed/ongoing in Government Departments / Organisations / PSUs /Banks/Insurance companies	15
A	=Or>3<5 years	5
B	=Or>5<8 years	10
C	=Or>8<10 years	15
IV	Number of fire trained manpower	10
A	=Or>20	5
B	More than 20	10
V	No of employee on role of company	15
A	=Or>20<50	5
B	=Or>50<70	10
C	=Or>70<90	15
VI	Type of Legal Structure of firm	15
A	Proprietorship	5
B	Partnership	10
C	Private Limited/Public Limited	15

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a minimum of 40 marks on Technical Evaluation score will be eligible for Financial Bid Evaluation.

7.4 Evaluation of the Financial Bid

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- i. The proposal of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder.
- ii. In the case of a tie between two or more Bidders on the basis of price-bid , contract will be awarded to the agency who has scored higher marks in the evaluation criteria of Technical Bid.

7.5 Execution of Agreement

The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in Section 11.

7.6 Professionalism

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

7.7 Adherence to Standards

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

Section 09**Draft of Article of Agreement**

(On Non- Judicial stamp paper of Rs 200/-)

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT**THIS AGREEMENT** is made at Chandigarh on this _____ day of 2023**BETWEEN**

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

And

M/s _____ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at _____

_____ hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

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

WHEREAS

- (1) NABARD Punjab Regional Office Chandigarh, being desirous of outsourcing the works relating to Annual Maintenance Contract for Operation and Maintenance of Fire equipment installed at (hereinafter referred to "**the said works**") of its premises at office building and residential colonies (hereinafter collectively referred to as "**the said premises**") for the period of 01.04.2023 to 31.03.2025 had vide its letter no _____ Dated _____ issued a "Notice Inviting Tender" (hereinafter referred to as "the NIT") inviting bids for providing the said works at the said Premises. A copy of the NIT is given as Section 1 of this Tender and to be read as part and parcel of this Agreement.
- (2) The Contractor had online _____ submitted its Tender for undertaking the said works at the said Premises.

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- (3) NABARD, vide this letter of Intent No _____ Dated _____ 2023, had selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contract shall commence from 01.04.2023 and shall continue until 31.03.2025 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs _____ for a period of one year** to the contractor for carrying out the said works in the said Premises as per the details given in the Tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2025 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled / Semi-Skilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/ Central Govt. whose rates are adopted on monthly/ quarterly basis as indicated in the tender document.
2. The contract may be extended for further periods after the expiry of the initial period i.e. 31.03.2025 as indicated in the tender document. NABARD shall, in that event, make a request contract/ extended contract and upon such request, the Contractor shall provide the said works at the said Premises. On the same terms and conditions or with some addition/ deletion/ modification, for further specific period. Mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
 - i) List of Individuals deployed.
 - ii) Bio-data containing educational qualifications and previous experience /s, date of birth, etc.
 - iii) Certification of verification or antecedents of persons by local police authority.
 - iv) Identity Cards bearing Photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Scope of Work of the Tender document. No additional payment shall be made if the contractor

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keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the Contract provision. All deployed manpower shall wear Identity Cards provided by the office every day during working hours.

NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. The said works at the said Premises. Which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
8. The Contractor shall, for all intents and purposes. Be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/ compensation/ absorption/ regularization of services under the provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
9. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals. Which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

12. The Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature Whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the Contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks etc.
17. The Contractor, wherever and whatever material is provided by NABARD shall use it properly, any improper use leading to wastage/ pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc. while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (workmen Compensation Policy and Contractors all Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD.
19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential / secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks. Paan, smoking, loitering without work etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job duty to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost thereof shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular complaint within time schedule. Failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who are found unacceptable to NABARD because of security risks, incompetence/ conflict of interest/ improper conduct.
25. In case, the manpower deployed by the Contractor commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD remove him / them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act. 1948 as applicable in the UT Chandigarh on a monthly basis. The Contractor shall also make PF contribution ESI contribution, and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as taxable service provider, must be registered with central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices/ Bills/ Challans should be serially numbered and it should contain the Name and Address of Service Provider & Service Receiver, Description of services etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month in the presence of NABARD's representative, irrespective of receipt of payment from NABARD.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand. To NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part or its staff and its employees etc. if NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/ or deduct any of the amounts as aforesaid from the payments due to the Contractor under this Contract.
33. The Contractor will have to deposit a security amount of Rs. _____ (Rupees _____) for in the form of DD from a Commercial Bank covering the period of this Agreement. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.
34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
35. In case, the Contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
38. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

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39. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice to improve his services. If the Contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the Contractor fails to Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till date of termination this Agreement.
40. On the Expiry or early termination of the Agreement the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in NABARD.

41. Resolution of Disputes

- 41.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 41.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:
 "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- 41.4 The Venue of the arbitration shall be at Chandigarh.
- 41.5 The language of arbitration shall be English.
- 41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- 41.7 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately

Signature and Seal of Tenderer

following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

41.8 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

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

41.10 The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered
By Shri _____

For & on behalf of NABARD

In the presence of

- 1.....
- 2.....

Signed, sealed and delivered
by Shri _____

the duly authorized signatory for &
on behalf of the Contractor

In the presence of

- 1.....
- 2.....

Annexure I
Format for Technical Bid

1. Name of the firm

2. Litigation & Civil Suits

(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

3. Whether registered for GSTN/ Service Tax purposes. If so, also furnish relevant copies.

4. Details of Registration with Provident Fund and ESIC.

5. Details of key Administrative Personnel

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

Signature of the Tenderer / Authorized person on behalf of the Firm / Organization (Authorization letter/power of attorney to be enclosed)

Signature and Seal of Tenderer

Annexure II
Details of EMD Deposited

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

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Annexure III
Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

Ref No:

Date: ___/01/2023

To

The Chief General Manager
NABARD Punjab Regional office, Sector 34 A,
Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above RFP for Providing the Electrical Operation and Maintenance Services at Punjab RO Chandigarh and its residential colonies at Mohali Ref. No. NB.PB. DPSP/ /2022-23. Mr./Mrs./Miss----- is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's request for proposal vide tender no **dated Jan 2023.**

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company until RFP process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this Tender.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature and Seal of Tenderer

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

Signature and Seal of Tenderer

Annexure IV

Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

Between

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

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

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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 cartelization 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 1 – 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.

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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 1, 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 1, or if the Principal is entitled to terminate the contract according to Section 1, 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 No3. Sideshwar Sahi
Cuttak City, Cuttack District Odisha 753008

- (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 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

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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)

Place _____

Date _____

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature and Seal of Tenderer

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Signature and Seal of Tenderer

Annexure V
Letter of Undertaking from the Contractor

The Chief General Manager,
National Bank of Agriculture and Rural Development
Plot No.3A, Sector 34-A, Chandigarh

Dear Sir,

Annual Maintenance Contract for Annual Maintenance contract of Operation and Maintenance of firefighting equipment installed at NABARD's Punjab Regional Office Building at Chandigarh and its residential colonies at Mohali for the period 01.04.2023 to 31.03.2025.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We have offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me /us in the attached Financial Bid / Bill of Quantities in all respects as per the specifications and scope of works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by NEFT in favour of NABARD subject to Clause 2.8.
5. I / We agree to deposit all taxes, levies, Cases etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.
6. I / We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

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7. The rates quoted by me /us, excepting for the items where payment is for supply of skilled/ semi-skilled /unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items In respect of skilled/ semi- skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State/ Central Govt. from time to time.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
9. Should this tender be accepted, I / We hereby agree to abide by and fulfil all the Terms and conditions and Provisions of Contract Document.
10. We also enclose all informant in the prescribed.
11. The details in the personnel of the Agency is also enclosed.

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

- (I) _____
(II) _____

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

Yours Faithfully.

Signature:
Name & Seal:
Place:
Date:

Signature and Seal of Tenderer

Annexure VI
Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at this.....day of 2023.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

1. The Agency and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Request for Proposal to appoint Agency for providing Electrical Operations and Maintenance Services at Punjab RO, Chandigarh and its residential colonies', the scope of which is specified in tendet Ref No. NB.PB.DPSP/ /22-23 dated _____ and whereas _____ (Name of Agency) has through an tender process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

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3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- i. "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. "Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
 - a) is or subsequently becomes legally and publicly available without breach of this Agreement
 - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
 - c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
 - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
 - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be

returned to NABARD or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling

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Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years

2. Non-disclosure:

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.

3. Publications:

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever

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is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job

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- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques

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contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees

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fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General:

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of _____ Ltd.

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature Name: Date:	Signature Name: Date:
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Annexure VII
Form of Self-Affidavit / Declaration

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s _____, are one of the BIDDERS for providing Operations and Maintenance Services for fire fighting equipments at NABARD Punjab Regional office Sector 34 A, Chandigarh and NABARD Vihar Sector 66, Mohali

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY
(Name, Designation and Seal)

Signature and Seal of Tenderer

PART II

FINANCIAL BID

Signature and Seal of Tenderer

Section 9

Financial Bid/ Bill of Quantities

Annual Maintenance Contract for Operation and Maintenance of Fire equipment installed at NABARD Punjab RO Chandigarh and NABARD Vihar residential colony Mohali.

(i) Operation

03 Manpower on 24 *7 will be paid as indicated in terms and reference. **(Payment for the manpower will not be part of financial bid. The minimum wages as per the Government guidelines and labour commissioners' rate will be paid. The payment will include Minimum wages, EPF and ESI as applicable and Reliever charges only.)** For this, no service charge will be paid to the contractor.

(ii) Maintenance

Bidders has to quote the cost of maintenance as per the scope of work mentioned in section 05 of this document.

Maintenance activity as per the scope of work (Quote rate for both the sites i.e for Punjab RO Chandigarh and NABARD Vihar Mohali)	Monthly cost in Rs

Note:

1. Minimum wages for Manpower will be paid as per the statutory requirement as mentioned in terms and conditions.
2. Rates quoted would be applicable for a period of two years i.e. 2023-24 and 2024-25. No revision in rates would be considered for the contract period.
3. For selection of L1, only Maintenance cost will be considered.
4. While quoting the Maintenance cost it is advised that please understand the scope of work thoroughly and visit the said sites and analysing the cost incurred for providing the required work/services as per the scope of work of tender.
5. During the period of contract, no request of change in cost will be entertained.

Place:

Date:

Name, address and seal of the contractor

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