अग्निशमन कार्यों के लिए वार्षिक रखरखाव अनुबंध के लिए निविदा (GeM पोर्टल के माध्यम से)

<table>
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<tr>
<th>निविदा जारी करने की तिथि</th>
<th>Date of Commencement of issue of tender</th>
<th>19/02/2021</th>
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<tr>
<td>बयान राशि</td>
<td>Earnest Money Deposit</td>
<td>Rs. 16843.00</td>
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<td>प्री टेंडर मीटिंग</td>
<td>Pre tender Meeting</td>
<td>1100 hours on 24/02/2021</td>
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<tr>
<td>प्री टेंडर मीटिंग का पता</td>
<td>Address of Pre tender meeting</td>
<td>3rd Floor, NABARD, Lal Kothi, Tonk Road, Jaipur-302015</td>
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<td>निविदा की प्राप्ति के लिए अंतिम तिथि और समय</td>
<td>Last date and time for receipt of Bids</td>
<td>01/03/2021 at 02:00PM</td>
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<tr>
<td>निविदा खोलने की तिथि और समय</td>
<td>Date and time of opening of tender bids.</td>
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REF NO NB.DPSP.RRO/ 3895/AMC/2020-21 dt 19.02.2021

महोदय,
आगिष्मन कार्यों के लिए वार्षिक रखरखाव अनुबंध के लिए निविदा (स्टाफ क्वार्टर्स एवं कार्यालय प्रांगण) – 01April 2021 से 31March 2024 – GeM portal के माध्यम से
राष्ट्रीय कृषि और प्रामाणिक बिकास बैंक, राजस्थान क्षेत्रीय कार्यालय, आगिष्मन कार्यों (स्टाफ क्वार्टर्स एवं कार्यालय प्रांगण में) के लिए पात्र निविदाकर्ताओं से, निविदा में उल्लिखित नियमों और शर्तों के अनुसार, GeM पोर्टल के माध्यम से निविदाएं आमंत्रित करता है।

| निविदा जारी करने की तिथि | Date of Commencement of issue of tender | 19/02/2021 |
| ब्याना राशि | Earnest Money Deposit | Rs. 16843.00 |
| प्री टेंडर मीटिंग | Pre tender Meeting | 1100 hours on 24/02/2021 |
| प्री टेंडर मीटिंग का पता | Address of Pre tender meeting | 3rd Floor, NABARD, Lal Kothi, Tonk Road, Jaipur-302015 |
| निविदा की प्राप्ति के लिए अंतिम तिथि और समय | Last date and time for receipt of Bids | 01/03/2021 at 02:00PM |
| निविदा खोलने की तिथि और समय | Date and time of opening of tender bids. | 01/03/2021 at 02:30PM |

नाबार्ड के पास निविदा में उल्लिखित तारीखों व अन्य शर्तों को बदलने का अधिकार सुरक्षित है, जो कि www.nabard.org वेबसाइट पर, गुप्तिश्रय (corrigendum) के रूप में प्रदर्शित किए जाएंगे।
कृपया ध्यान दें कि वाचित सभी जानकारी, निविदाकर्ता द्वारा निदिष्ट स्वरूपों में प्रदान करने की आवश्यकता है।
निविदाकर्ताओं, निविदा का तैयारी और प्रस्तुत करने से संबंधित सभी लागतों को वहन करेगा | निविदा का परिणाम जो भी हो, किसी भी स्थिति में नाबार्ड किसी भी तरह के लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।
इस टेंडर डॉक्यूमेंट में बताए अनुसार टेंडर आफर के साथ अनेक मनी जमा करनी होगी। ईएमडी के बिना प्राप्त प्रस्तावों को अस्वीकार कर दिया जाएगा।

निविदा प्रस्ताव प्रस्तुत करने के लिए विनिर्देश (Specifications), नियम और शर्त (Terms and Conditions), कार्य का दायरा (Scope of Work) और प्रोफार्मा आदि निविदा दस्तावेज और उसके परिशिष्ट / विवरण में वर्णित हैं।
निविदा प्रस्ताव को उन निविदाकारों या उनके प्रतिनिधियों की उपस्थिति में खोला जाएगा जो उपर्युक्त निविदा पर निविदा खोलने के लिए उपस्थित होना चाहते हैं।

भवदीय

गोतम वर्मन
सह महाप्रबंधक

General Instructions to the Tenderer
1. The Tenders may be submitted after visiting the site and conducting survey of the existing conditions so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

2. Tender will be accepted through GeM portal only

3. **Selection of Bidder**
   - Bidder has to qualify in Technical Bid.
   - Selection will be based on Grand Total quoted at the price bid by the bidder.
   - If any bidder quoted less than the prescribed minimum wages or ESI/EPF rates, the rate will be equated to the minimum prescribed level to calculate the comparative statement for price bid analysis. The total amount thus calculated by NABARD will be final and binding to all bidders.

4. **The EMD of Rs. 16843.00** is required to be deposited through NEFT to the following account:
   - Name of Account: National Bank for Agriculture and Rural Development
   - Bank: NABARD
   - Branch Name: Head Office, Mumbai
   - Account No (VAN): NABADMN16
   - IFSC Code: NBRD0000002
   
   **After depositing the EMD amount, the tenderer is advised to send an email to dpsp.jaipur@nabard.org with the details of the transaction.**

5. The EMD of the Contractor selected for award of the Annual Maintenance Contract will retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest. The successful bidder has to deposit an amount @5% of the yearly tender amount as RMD, in such case the EMD amount already deposited will be adjusted.

6. The Contract period will be for a period of 01/04/2021 to 31/03/2024 subject to annual review and renewal on satisfactory performance each year. However, the Bank reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

7. Validity of offer should be 90 days from the last date for receipt of quotation.

8. Tenders containing tenderer’s own conditions are liable to be rejected.

9. The address of the premises where the AMC is to be carried out are

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1. Office premises  | Nehru Place, Lal Kothi, Tonk Road, Jaipur 302015
2. Staff Qtr.     | Balaji Mor, Malviya Nagar, Jaipur 302017

**General Terms and Conditions**

1. Bank will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep the bank indemnified against all losses of damages or liability arising out of or imposed in the course of employment of persons(s) by him.

2. The successful tenderer shall make regular and full payment of wages, salaries, PF and any other payment due to his employee(s) and furnish necessary proof.

3. If applicable, the successful tenderer shall obtain the necessary labor license from the Licensing Authority under the Contract labor (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.

4. The successful tenderer shall comply with all acts, laws under Contract Labor (R&A) Act 1970 and EPF & EIS act, payments of wages act, minimum wages act or any other statutory rules regulations with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The successful tenderer shall keep the bank indemnified against all penalties, claims and liabilities of every kind for any violation of such acts, Laws or Regulations etc. by him / her, his / her agents or his / her staff.

5. If at any time during the period of the contract, it is observed by the bank or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the bank or any terms of the contract are violated, the bank reserves the right to terminate the contract by giving one month notice.

6. It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty.
7. In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the successful tenderer he will be responsible and shall make good the same.

8. The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.

9. The contractor shall indemnify bank against any payments to be made under and for observance of the above mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be considered and no claim will be entertained by bank on any account.

10. The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.

11. All works shall be carried out in accordance with the provision of the Statutory acts and laws and bureau of Indian Standards regarding fire systems in India, electricity act, local laws and by-laws as amended up-to-date. Contractor shall be solely responsible for following and adhering to the proper fire and safety precautions while carrying out any job.

12. During the tenure of the contract, the contractor has to coordinate the work with other agencies working inside or outside. Also in case of emergency or major problems, the contractor has to provide complete support and assistance to any other agency or for jobs of electrical maintenance, lifts, LPG system, display sign boards, DG set, electrical substation, interior and exterior sanitary contracts etc.

13. The Party shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Party is inclusive of Employer’s share of ESI & EPF contributions and no separate charges shall be payable by us on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF(counterfoils) & other documents such as registration number, photo card etc. As per requirements of Contract Labour (Regulation & Abolition) Act 1970, the payment of wages to the employees to be made by the contractor in presence of official of NABARD who will sign the payment register.

14. The staff deployed should be available 3 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
15. The rate quoted for the said contract shall include the cost of manpower, cost of supervisor, cost of tools and equipments etc. as mentioned in the scope of work.

16. The services should be provided on Sundays and holidays also, for which no extra payment will be made and the vendor should provide qualified substitutes during the period of weekly holidays of the firemen. Detail is given in the price bid and may be quote accordingly.

17. Contractor has to comply with all relevant statutory regulations and labour laws.

18. Payment:

a) The Party should ensure payments to the workers as per latest minimum wages act and other statutory regulations on or before 7th of every month irrespective of fact that previous monthly bill is paid or not by the NABARD.

b) The payment for deployment of manpower for up-keeping of the premise will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Caretaker/Asstt. Caretaker and Protocol and Security Officer.

c) The Contractor may ensure payment of minimum wages as stipulated by Ministry of Labour, Govt. of India and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.

d) Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.

e) The bill should be accompanied with documents/ certificates indicating payment details like wages, PF, ESI etc. duly signed by the contractor. Payment to workers to be made through bank only and necessary documents like copy of e-passbooks are to be submitted by the contractors. Attendance sheet of workers shall be enclosed with the bill. Bills without these documents will not be accepted for payment and the contract may be liable to be terminated and EMD/RMD will be forfeited.

f) Work slips will be issued for extra works and they are to be submitted on a consolidated basis as a single bill in a month for settlement.
19. The Party shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.

20. Mobile phone of the supervisor deputed may be intimated to us.

21. The Party should provide uniforms of approved color and quality to the employees deployed for the job at NABARD and also safety shoes, at your own cost.

22. The Party shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD/residents of the colony during execution of works. The Party would be responsible for the safety of persons employed by the Party as also the safety of employees of NABARD / residents of the colony.

23. The Party shall take all precautions to avoid accident and causes of accident. The Party must be careful regarding safety during working of the Party worker in the premises/colony.

24. NABARD shall not bear any responsibility in case of any accident to the Party worker in the premises/colony due to no fault of NABARD’s working but merely due to negligence of the Party worker or lack of safety provided to them by you.

25. **Period and renewal of contract**

   a) The Contract period will be for a period of 01.04.2021 to 31.03.2024 subject to annual review and renewal on satisfactory performance each year.

   b) The contract period may be extended further depending upon the discretion of the Bank.

   c) However, the Bank reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

26. The contractor shall deploy his manpower three days in advance from the date of start of the contract to acquaint himself / his staff with the complete work / fire alarm system / fire hydrant system layout and schematics at no extra cost to bank and take charge of complete system and inventory.

27. Contractors All Risk policy and work man compensation insurance policy for 1.25 times the contract value is to be taken by the agency for the workmen engaged and the same is to be submitted within 15 days of the work order.

28. The contractor shall deploy his manpower for three days after the date of expiry of the contract to enable the incoming contractor and his staff to acquaint with the complete work and schematics at no extra cost to bank. Also the contractor
will hand-over the items covered in scope of work in working order and the details of inventory of bank's incoming contractor as advised by the bank.

29. **Resolving Disputes**

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

30. **Rates and Prices**

The rates will be firm and all-inclusive (taxes, duties, etc.) inclusive of service tax for the entire period of the contract. No additional charges on account of transportation of men and material, lunch, tea and conveyance etc. will be given. **In the case of any change of statutory charges, the vendor shall bring it into the notice of NABARD immediately.**

31. The bank will be deducting the mandatory deductions i.e. taxes etc. from the payments due to the contractor.

32. However, the Bank reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

33. Attendance of workers as indicated in the scope shall be maintained in the premises and the same shall be verified before settlement of bills. In case of absence, proportionate value of contract pertaining to the days of absence shall be deducted from the monthly payment.

**Penalty Clause**

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

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

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

d. In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the inefficiency of the contractor and he has to make good the loss.
e. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/Company’s Name & Logo, embossed/embroidered on it.

f. In the event of contractor’s staff not attending to a specific item of work required under the contract, pro-rata amount will be deducted from contractor’s bills.

**Arbitration**

In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of Chief General Manager, NABARD, Rajasthan Regional Office, 3, Nehru Place, Tonk Road, Jaipur-302015 shall be final and binding upon the parties. The place of arbitration shall be Jaipur. The Indian laws shall be applicable to the arbitration.

**Scope of work / Terms and Conditions**

1. **WORK DETAILS**

The tender is for Annual Maintenance Contract for Fire Fighting System by providing three firemen with 8 hours duty i.e. one fire man in each shift of 8 hours for 24 hours duty in all days of the week.

The successful tenderer shall be looking after and providing services for the annual maintenance contract of fire fighting system at our Regional Office situated at 3, Nehru Place, Tonk Road, Jaipur. In case of an emergency, the fire personnel will have to perform duties as per the existing / proposed fire evacuation plans.

There is no requirement of providing firemen in our staff quarters, but it is required to visit by the contractors to our staff quarter regularly to oversee the arrangement of fire extinguishers provided in the colony and maintain/upkeep them. For which no extra payment will be made.

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

2. **Equipments / systems covered under the scope of work**

Complete fire fighting, fire protection, fire extinguishing and fire alarm system of the staff quarter and office premises are included in the scope of work. The contractor is advised to inspect the system before quoting the rate for tender.
3. MANPOWER DEPLOYMENT FOR THE PURPOSE OF TIUS CONTRACT

The successful tenderer shall deploy one qualified fire man with 8 hours duty. The manpower for the purpose of this contract shall be deployed on our duty without break in all days of the week.

4.1 The manpower deployed should be well conversant with fire fighting, fire alarm system, fire extinguishing system, fire hydrant system and should have previous experience for such type of job. Further, the persons deployed by the contractor should have proper knowledge of the fire fighting system layout of water pumping, water flows, IPG pipes, fire protection system, fire alarm system, fire extinguishing system, fire hydrant system. Contractor and his staff after taking charge of the system should immoderately make themselves aware of the emergency escapes, formulate a fire evacuation plan, fire fighting plans and understand the electrical distribution and other safety for various equipments etc. Successful contractor should be able to monitor the system, detect and locate the faults in a logical way and rectify / repair the fault without loss of time.

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

4.3 The persons deployed shall be well aware of the hazards of fire, IPG, gases, water at pressure and he will have to take necessary precautions while on job. He has to be safety conscious all the time and shall not take any chance to work on LIVE LINE / CIRCUIT under any circumstances. The persons deployed must have sufficient knowledge about the first-aid requirements when somebody gets burns, electrical shock. He must know all steps of shock treatment. He must be well conversant with the means to fight all type of fire and should be able to use the fire fighting extinguishers and other equipment’s as and when required.

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

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

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

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

4.8 **RECORDS:** Successful tenderer shall keep daily record of installed equipments, inventory / materials and housekeeping of items, equipment's and store. Successful tenderer shall ensure that daily log report of all the works/jobs are carried out and the performance / inspection reports by the persons deployed for the purpose of this contract in maintained at office premises of the bank. This daily log report should be checked and countersigned by the successful tenderer on a monthly basis and produced before the officer-in-charge of the bank, whenever asked to do so. A monthly report of all the works / jobs carried out (preventive and breakdown maintenance jobs carried out) during the month should accompany the monthly bills. Bills without these monthly reports will not be entertained. The stationary required for maintaining these work records (inventory and log reports) will be provided by the bank.

5.0 **TOOLS, EQUIPMENT'S AND UNIFORM**

(a) Successful tenderer shall make available at site the following bare minimum tools and tackles all the time. NABARD will not supply any tools and plants (Note: these tools and tackles should be available at site all the time whether these are required at site or not)

i. Line tester one each for one person deployed

ii. Pliers of required size and types

iii. Hammer one no.

iv. Screw Driver set

v. Spanner-set
vi. Pipe Wrench

vii. Safety equipment's as per the requirements

viii. Rope, ladders

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

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

(a) Supply of main I.T panel fuses, main I.T panel indication lamps, bulbs, tubes, starters, lubrication oil, grease, battery water, cleansing agents, cotton and jute cleaning cloth, petroleum jelly, carbon tetra char bon emery paper, insulation tape washers, lugs or any consumable or spare parts not mentioned above but required for the job. However, the contractor has to keep a minimum inventory and record of supply and use of such items.

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

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

5.2 Scope of work excludes the following:

Kindly note that following is not included in the scope of work of this contract:

i. Supply of components & parts of electrical LT panels, motors and starters.

ii. Pipe welding/ pipe replacement

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

The major components of heat and smoke detectors, response indicators, hooters, manual call points, cables etc if required to be replaced shall be provided by the bank.

Agreement
This agreement made at Jaipur this ________________ day of __________ 2021 (in words) between the National Bank for Agriculture and Rural Development a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Regional Office at 3, Nehru Place, Tonk Road, Jaipur – 302 015, herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) of the ONE PART and (this will undergo change when the party is partnership firm or Company) Shri......................... son of ........... ......................... aged presently residing at __________ and carrying on similar work under the name and style of M/s ____________________and having their place of business at ______________ hereinafter referred to as ‘the party’ (which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the National Bank is desirous of outsourcing the work of ANNUAL MAINTENANCE CONTRACT FOR Fire Fighting Work for Office Premises at NABARD at 3, Nehru Place, Tonk Road, Jaipur-302015 AND at NABARD Staff Quarters, Malviya Nagar Extension, Jagatpura Road, Jaipur-302017. (herein after referred to as the said premises)

AND WHEREAS the party has offered to undertake the work as per the scope of work and details indicated in the special instructions

AND WHEREAS the National Bank in consideration of the conditions and covenants to be observed by the party has agreed to permit the party to carry out the Electrical Maintenance work hereinafter set out.

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

NABARD hereby awards the work of ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING WORK – OFFICE PREMISES & STAFF QUARTERS in the said premises from 01.04.2021 to 31.03.2024, subject to annual review and renewal on satisfactory performance each year. The contract period may be extended further depending upon the discretion of the Bank.

As compensation for the work, the party shall be reimbursed an amount of ` __________/ (`__________________________ only) per month, Basic Rate plus taxes as applicable.

2. The compensation shall be payable to the party by NABARD within 02 weeks from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of the Bank.
3. (a) The party shall comply with the municipal and other laws, obtain license, permission as required under the contract labour laws and cover all the employees under his charge with all statutory requirements like minimum wages, PF, ESIC etc. The party shall indemnify and keep indemnified the Bank against any lapse on the party’s part in complying with these conditions or any other statutory requirements in connection with the fire fighting work.

(b) The quality of maintenance work shall be of good standard subject to the satisfaction of the Chief General Manager of the Bank

(c) The party shall keep, at a conspicuous place in the said premises a complaint/suggestion register in which complaints and suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or any other officers of the Bank so deputed by him. The party shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the National Bank remain closed on any Monday the same shall be submitted on the next working day immediately following that day. The Chief General Manager will take such action in respect of each complaint or suggestions as the case may be and the party shall be obliged to take remedial/rectification measures as instructed by the Chief General Manager.

(d) The party shall ensure that no loss or damage is caused by an act or default on his part or his employees and agents to the Bank’s furniture, fixture and fittings and other articles.

(e) This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the party.

(f) If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the party shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the party by giving three month’s notice and by the Bank by giving one month’s notice.

(g) On the expiry or earlier termination of this agreement the party shall remove himself and his employees/servants and agents from the premises and all articles belonging to him, or to his employees or agent.
(h) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.

(i) The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager holding, charge of General Administration Department for the Rajasthan Regional Office at 3, Nehru Place, Tonk Road, Jaipur – 302015 and shall include, in respect of any powers exercisable by him or NABARD under this agreement any officers of the Bank designated by him in that behalf from time to time.

(j) This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate. Stamp duty on original and duplicate shall be borne by the party.

IN WITNESS WHEREOF the National Bank has set its hands to these presents and a duplicate hereof through its authorised official and the party has set his hands to these presents and the duplicate on the day/month and year first hereinabove written. Signed and delivered by the within named National Bank

........................................................................... by the hand of its authorised official

____ (Name and Designation) in the presence of

(i) ____________________________________________
(ii) __________________________________________

Signed and Delivered by Shri

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In the presence of

(i) ____________________________________________
(ii) __________________________________________

Signature of the authorized signatory of the contractor / Tenderer


INDEMNITY BOND

(On Rs. 100/- Stamp Paper)
KNOW all men by these presents that I, Shri.............................................................. of
M/s ................................................................. do hereby execute
Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and Regional Office at Lal kothi tonk road, Jaipur – 302015 and M/s................................................................. having their office at .................................................. on this ............... day of ....................... 2020.

WHEREAS NABARD have appointed M/s.................................................................as the Contractor for their proposed work relating to “Annual Maintenance Contract for fire fighting work for 2 premises – 2021-24”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s ................................................................. hereby do Indemnify, and same harmless
NABARD against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents,
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or
agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s ................................................................. has set his/their hands
on this ............... day of ............... 2021.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:
(1) ..................................................
(2) ..................................................
Signature of the authorized signatory of the contractor / Tenderer
गाँव बढ़े >>तो देश बढ़े