

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

नई दिल्ली क्षेत्रीय कार्यालय/ New Delhi Regional Office
नाबार्ड टावर, 24, राजेंद्र प्लेस, नई दिल्ली/
NABARD Tower, 24, Rajendra Place, New Delhi

अग्निशमन सेवाओं के लिए वार्षिक रखरखाव अनुबंध हेतु निविदा
NOTICE INVITING TENDERS (NIT) FOR FIRE FIGHTING SERVICES

निविदाकर्ता का नाम/ NAME OF TENDERER _____

पता/ ADDRESS: _____

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| महाप्रबंधक / प्रभारी अधिकारी राष्ट्रीय कृषि और ग्रामीण विकास बैंक नई दिल्ली क्षेत्रीय कार्यालय 24, राजेंद्र प्लेस, नई दिल्ली - 110008 | GENERAL MANAGER / OFFICER – in - CHARGE NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT NEW DELHI REGIONAL OFFICE 24, RAJENDRA PLACE NEW DELHI - 110008 |
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निविदा की समय सारणी/ SCHEDULE OF TENDER:

| | |
|--|--------------------------------------|
| i. निविदा जारी करने की तिथि/ Date of issue of tender document: | 23 December 2022 |
| ii. निविदा प्रस्तुत करने की अंतिम तिथि एवं समय/ Last date of Submission of Tender | 13 January 2023 @ 1400 hrs. |
| iii. निविदा-पूर्व बैठक/ Pre-tender meeting on | 04 January 2023 @ 1500 hrs. |
| iv. निविदा भाग-I खोलने की तिथि/ Opening of tender (Part-I) / Pre-Qualification bid: | 13 January 2023 @ 1500 hrs. or later |
| v. निविदा भाग – II खोलने की तिथि/ Opening of tender (Part II) Financial Bid: तिथि की सूचना GeM पोर्टल के माध्यम से दी जाएगी / Date would be informed through GeM portal. | |
| vi. बैंक आरएफपी में उल्लिखित तारीखों को बदलने का अधिकार सुरक्षित रखता है, जो उपरोक्त वेबसाइटों जिन पर बोली दस्तावेज उपलब्ध हैं, पर शुद्धिपत्र/संशोधन के रूप में प्रदर्शित की जाएगी । Bank reserves the right to change the dates mentioned in the RFP which will be displayed, as corrigendum / amendment, at the above websites on which bidding documents are available. | |
| vii. अगर इस निविदा दस्तावेज के नियमों एवं शर्तों में और GeM के नियमों एवं शर्तों में कोई अंतर्विरोध होता है तो हमारा निविदा मान्य होगा / If there is any conflict between the rules of this tender document and the rules of GeM, then this tender document will be given preference. | |

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दिनांक: 23 December 2022

(GeM के माध्यम से)

मैसर्स _____

प्रिय महोदय,

निविदा आमंत्रण सूचना**नाबार्ड, नई दिल्ली क्षेत्रीय कार्यालय में अग्रिशमन प्रणाली के वार्षिक रख रखाव (एएमसी) हेतु निविदा :
01 April 2023 to 31 March 2025**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), नई दिल्ली क्षेत्रीय कार्यालय अपने 24, राजेंद्र प्लेस, नई दिल्ली - 110008 में स्थित कार्यालय परिसर में अग्रिशमन प्रणाली के लिए वार्षिक रख रखाव (एएमसी) देना चाहता है तथा इस हेतु **Government – e – Marketplace (GeM) के माध्यम से** विक्रेताओं से निविदा आमंत्रित करता है। आपसे अनुरोध है कि उपर्युक्त कार्य हेतु GeM में निविदा प्रस्तुत करें। इसके लिए "Tender Process in a two bid system" (जो GeM के नियमों के अनुसार होगा) की प्रक्रिया अपनाई जा रही है। निविदा दस्तावेज नाबार्ड की वेबसाइट पर भी उपलब्ध हैं।

- 1) दरें कोट करने से पहले बोलीकर्ता कृपया निविदा दस्तावेज सावधानीपूर्वक पढ़ लें। निविदाकर्ताओं को सलाह दी जाती है कि वे कार्यालय / साइट का दौरा करें, मौजूदा परिस्थितियों का सर्वेक्षण करें ताकि कार्य की प्रकृति और कार्यक्षेत्र के बारे में ठीक से समझ सकें और दरें कोट करने / देने से पहले, यदि आवश्यक हो, नाबार्ड से स्पष्टीकरण प्राप्त कर लें।
- 2) निविदा को केवल **13 January 2023 को 14:00 बजे तक या उससे पहले** GeM पोर्टल पर प्रस्तुत करना होगा। देर से प्राप्त निविदा या फैक्स/ ईमेल/ पोस्ट के माध्यम से प्राप्त निविदा स्वीकार नहीं की जाएगी और रद्द कर दी जाएगी।
- 3) निविदा में निर्धारित नियम और शर्तों का अनुपालन करना आवश्यक होगा। निविदा में केवल निर्धारित प्रारूप में टेक्निकल एवं वित्तीय बोली देनी होगी। वित्तीय बोली में कोई अन्य नियम और शर्त नहीं होनी चाहिए। यदि निविदा दस्तावेज में कोई भी नियम और शर्त शामिल की गई, तो निविदा को खारिज कर दिया जाएगा।
- 4) केवल **GeM में प्रस्तुत की गई निविदाएं ही स्वीकार की जाएंगी जिन बोलीकर्ताओं की निविदा बताए तरीके के अनुरूप नहीं होगी उनकी निविदाएँ रद्द कर दी जाएंगी।**
- 5) निविदा **13 January 2023 को 15:00 बजे** अथवा जैसा GeM के नियमों के अनुसार होगा खोला जाएगा।
- 6) कृपया ध्यान दें कि वांछित सभी जानकारी, बोलीदाता द्वारा, बैंक द्वारा निर्दिष्ट प्रारूपों में प्रदान की जानी चाहिए। बोलीदाता बोली तैयार करने और प्रस्तुत करने से जुड़ी सभी लागतों को वहन करेगा और नाबार्ड किसी भी स्थिति में ऐसी लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा, भले ही निविदा प्रक्रिया का संचालन या परिणाम कुछ भी हो।

- 7) किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार नाबार्ड के पास सुरक्षित रहेगा है, न्यूनतम (एल1) निविदा या किसी भी निविदा को स्वीकार करने के लिए नाबार्ड बाध्यकारी नहीं होगा।
- 8) निविदाएं जो नाबार्ड की सभी या किसी शर्त को पूरा नहीं करती हैं या किसी भी रूप में अधूरी हैं और यदि, नाबार्ड द्वारा निर्दिष्ट शर्तों के अलावा निविदाकार निविदा में अपनी शर्तें लगाता है तो निविदा अस्वीकार कर दी जाएगी।
- 9) निविदा दस्तावेज में कोई भी विसंगति, चूक, अस्पष्टता, यदि हो, या उनके अर्थ में कोई संदेह हो तो "महाप्रबंधक / प्रभारी अधिकारी, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, 24, राजेंद्र प्लेस, नई दिल्ली - 110008" को GeM के माध्यम से सूचित करें जो इसकी समीक्षा करेंगे और यदि मांगी गई जानकारी स्पष्ट रूप से वर्णित या निर्दिष्ट नहीं है तो नाबार्ड स्पष्टीकरण जारी करेगा जो निविदा दस्तावेज का हिस्सा बन जाएगा। यदि, निविदा दस्तावेजों में विसंगति, चूक, अस्पष्टता या उनके अर्थ में किसी संदेह की सूचना निविदा प्रस्तुत करने की तारीख से **तीन कार्य दिवस** पहले तक अथवा GeM के नियमों के अनुसार, नाबार्ड की जानकारी में नहीं लाई जाती है तो इस बारे में नाबार्ड जिम्मेदार नहीं होगा।
- 10) प्रस्ताव की वैधता मूल्य बोली खोलने की तिथि से 90 दिन एवं GeM के नियमों के अनुसार होगी। सरकार द्वारा न्यूनतम दरों (Basic Minimum Wages) में या statutory rates / Taxes में कोई संशोधन होता है, को छोड़कर, सफल बोलीदाता द्वारा उद्धृत दरें करार की अवधि के अंत तक अपरिवर्तित रहेंगी।
- 11) निविदाकर्ता को **रु. 34,000 / - (रुपये चौतीस हजार मात्र)** बयाना राशि (ईएमडी / EMD) सीधे नाबार्ड के खाते में जमा करनी होगी जिसका विवरण नीचे दिया गया है। यदि ऐसा नहीं किया जाता है तो निविदा खारिज कर दी जाएगी। बोलीकर्ताओं को प्रस्तुत ईएमडी पर कोई ब्याज नहीं दिया जाएगा। सफल बोलीदाता को काम देने के बाद, असफल बोलीदाताओं की ईएमडी वापस कर दी जाएगी। हम आपसे अनुरोध करते हैं कि टेंडर डॉक्यूमेंट के साथ हमारे करंट अकाउंट में उक्त राशि जमा करने की पावती की एक प्रति देनी होगी, अन्यथा टेंडर को स्वीकार नहीं किया जाएगा। MSME एवं अन्य पात्र संस्थाओं को नियमों के अनुसार दस्तावेज प्रमाण जमा करने पर छूट मान्य होगी।
- 12) नाबार्ड के खाते का विवरण नीचे दिया गया है:
लेखा का नाम / Name of Account : National Bank for Agriculture and Rural Development
खाता संख्या / Account Number (VAN) : NABADMN23
बैंक का नाम / Bank Name: NABARD
शाखा नाम / Branch Name : HEAD OFFICE, MUMBAI
IFS कोड / IFS Code: NBRD0000002
- 13) नाबार्ड, नई दिल्ली, क्षेत्रीय कार्यालय, 24, राजेंद्र प्लेस, नई दिल्ली - 110008 में **04 January 2023** को 15:00 बजे **प्री-बिड मीटिंग** आयोजित की जाएगी। साइट का दौरा करने के बाद, आप अपने संदेहों / प्रश्नों, यदि कोई हो, के स्पष्टीकरण के लिए बैठक में आमंत्रित हैं।
- 14) **इच्छुक बोलीदाताओं को प्री-बिड प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैक्ट (राज्य के संबंधित स्टॉप एक्ट के अनुसार) निष्पादित करना होगा, ऐसा नहीं करने पर निविदा खारिज कर दी जाएगी। सभी संभावित बोलीदाताओं / वेंडरों को बैंक के साथ एक इंटीग्रिटी पैक्ट निष्पादित करना होगा अन्यथा वे निविदा प्रक्रिया में भाग लेने के लिए पात्र नहीं होंगे। यह प्री-बिड प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैक्ट original hard copy में " महाप्रबंधक / प्रभारी अधिकारी, नाबार्ड, नई दिल्ली, क्षेत्रीय कार्यालय, 24, राजेंद्र प्लेस, नई दिल्ली - 110008" के साथ टेंडर जमा करने की अंतिम तिथि या उससे पहले (यानि 13 January 2023 को 1400 hrs. तक या उससे पहले) निष्पादित करना होगा।**

15) केंद्रीय सतर्कता आयोग द्वारा नियुक्त स्वतंत्र बाह्य मॉनिटर (IEM) निम्नलिखित है:

Dr. Sanjay Kumar Panda, IAS (Retd)

515, Ward No.3,

Sideshwar Sahi,

Cuttack City, Cuttack District,

Odisha - 753 008

16) यह निविदा आमंत्रण सूचना (एनआईटी) निविदा दस्तावेज का हिस्सा होगी। अगर इस निविदा दस्तावेज के नियमों एवं शर्तों में और GeM के नियमों एवं शर्तों में कोई अंतर्विरोध होता है तो हमारा निविदा मान्य होगा।

भवदीय

हस्ता/-

(विजय कुमार पाहवा)

उप महाप्रबंधक

Ref No. NB.ND / 650 / FF-AMC / 2022-23

Date: 23 December 2022

(Through GeM Only)

M/s _____

Dear Sir,

NOTICE INVITING TENDERS

**Tender for Annual Maintenance (AMC) of Fire Fighting System in NABARD, New Delhi
Regional Office: 01 April 2023 up to 31 March 2025**

National Bank for Agriculture and Rural Development (NABARD), New Delhi Regional Office intends to provide Annual Maintenance (AMC) for Fire Fighting System in its office premises located at 24, Rajendra Place, New Delhi-110008 and for this invites tenders from eligible vendors through **Government - e - Marketplace (GeM)**. You are requested to submit the tender for the above work in GeM. For this tender the process of "Tender Process in a two bid system" (which will be as per the rules of GeM) is being adopted. Tender documents are also available on NABARD website.

- 1) Before quoting the rates, the bidder should read the tender document carefully. Tenderers are advised to visit the office/site, survey the prevailing conditions to get a better understanding of the nature and scope of work and obtain clarifications, if necessary, from NABARD before quoting the rates.
- 2) Tender has to be submitted only on GeM portal on or before **13 January 2023** by 14:00 hrs. Tender received late or received through fax/email/post will not be accepted and will be rejected.
- 3) Tender will involve compliance of prescribed terms and conditions. Technical and financial bids have to be submitted in the prescribed format only. The Financial Bid should not contain any other terms and conditions. If any of the terms and conditions are included in the tender document, the tender will be summarily rejected.
- 4) Tenders submitted through GeM portal only will be accepted, the tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.
- 5) Tender will be opened on **13 January 2023** at 15:00 hrs. or later as per convenience of NABARD and as per the rules of GeM.

- 6) Please note that all the information desired, needs to be provided by the bidder in the formats specified by the Bank. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.
- 7) NABARD reserves the right to accept or reject any tender in whole or in part, and NABARD shall not be bound to accept the lowest (L1) tender or any tender.
- 8) Tenders which do not fulfil all or any of the conditions of NABARD or are incomplete in any respect and if the tenderer imposes his conditions in the tender in addition to the conditions specified by NABARD, the tender will be rejected.
- 9) Any discrepancy, omission, ambiguity, if any, or any doubt in their meaning in the Tender Document may be sent through GeM portal to "The General Manager / Officer-in-Charge, National Bank for Agriculture and Rural Development, 24, Rajendra Place, New Delhi - 110008". The clarification / query will be reviewed by NABARD and will issue clarifications, if required, which will form part of the tender document. If any discrepancy, omission, ambiguity or any doubt in the meaning of the tender documents is not brought to the notice of NABARD within three working days from the last date of submission of tender or as per the rules of GeM, NABARD shall not be responsible for the same.
- 10) The validity of the offer will be 90 days from the date of opening of price bid and as per the norms of GeM. Except where there is any amendment in the Basic Minimum Wages or statutory rates/taxes by the Government, the rates quoted by the successful bidder shall remain unchanged till the end of the contract period, and will be subject to other terms and conditions as mentioned elsewhere in the GeM.
- 11) Tenderer has to be deposit an amount of **Rs. 34,000/- (Rupees Thirty Four Thousand Only) as Earnest Money Deposit (EMD)** directly in the account of NABARD the details of which are given below. If this is not done, the tender will be rejected. No interest will be paid on the EMD submitted by the bidders. After award of work to successful bidder, EMD of unsuccessful bidders will be refunded. We request you to give a copy of the acknowledgment of depositing the said amount in our current account along with the tender document, otherwise the tender will not be accepted. Exemption will be provided for MSME and other eligible institutions as per rules, on submission of document proof.
- 12) The account details of NABARD are given below:

Name of Account : National Bank for Agriculture and Rural Development
Account Number (VAN) : NABADMN23
Bank Name : NABARD
Branch Name : HEAD OFFICE, MUMBAI
IFS Code : NBRD0000002

13) **Pre-bid meeting** will be held on **04 January 2023** at 15:00 hrs. at NABARD, New Delhi, Regional Office, 24, Rajendra Place, New Delhi - 110008. After visiting the site, you are invited to the meeting for clarification of your doubts/queries, if any.

14) The interested bidders will have to execute the Pre-bid Pre-Contract Integrity Pact (as per the Stamp Act of the Delhi), failing which the tender will be rejected. All potential bidders/vendors will have to execute an Integrity Pact with the Bank otherwise they will not be eligible to participate in the tender process. This Pre-bid Pre-Contract Integrity Pact must be submitted in original hard copy to "The General Manager, NABARD, New Delhi, Regional Office, 24, Rajendra Place, New Delhi – 110008" before the last day of tender submission or before (i.e. on 13 January 2023 up to 1400 hrs. or before).

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

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

16) This Notice Inviting Tender (NIT) will also form part of the tender document. If there is any conflict between the rules of this tender document and the rules of GeM, then this document will be given preference.

Sincerely,

Sd/-

(Vijay Kumar Pahwa)
Deputy General Manager

SCHEDULE OF EVENTS

| | | |
|---|---|-------------------------------------|
| Bid Document Availability | Bidding document can be downloaded from | |
| | Website: | GeM portal Or www.nabard.org |
| | From | 23.12.2022 |
| | To : | 13.01.2023 |
| Tender Fees | The tender form can be downloaded free of cost from our websites: a) GeM portal b) www.nabard.org | |
| Earnest Money Deposit (EMD) | The estimated value of AMC is Rs. 17.00 lakh for one year. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 34,000/- through direct credit in our Bank Account. Account details mentioned below. A proof of payment may also be attached with the tender document. EMD is not applicable to MSEs as defined in MSE Procurement Policy issued by Gol and / or bidders who are registered with Central Procurement Organizations. | |
| Account Details of National Bank Staff College, Lucknow for payment of Tender Fee and Earnest Money Deposit | Name of Account: National Bank for Agriculture and Rural Development Account Number (VAN): NABADMN23 Bank Name: NABARD Branch Name: HEAD OFFICE, MUMBAI IFS Code: NBRD0000002 | |
| Pre-Bid meeting | 1500 hrs. on 04.01.2023 | |
| Last date of submission of Tender | Up to 1400 hrs. on 13.01.2023 | |
| Opening of Tender | 1500 hrs. on 13.01.2023 Tender would be opened on GeM. | |
| Contact Details : | | |
| Address for Communication And Pre- bid meeting | NABARD, New Delhi Regional Office, NABARD Towers, 24, Rajendra Place, New Delhi - 110008 | |
| Email | delhi@nabard.org | |
| Telephone | Landline | 011-41539192 |

PART – 1
(TECHNICAL BID)

INSTRUCTIONS TO BIDDERS

1. GENERAL:

- 1.1 The present tender is being invited for providing Fire Fighting Services under which the contractor shall provide trained personnel and will use its best endeavours to provide Fire Fighting Services to NABARD, New Delhi Regional Office, which may subsequently cover its residential premises also, if required. The detailed SCOPE OF WORK is mentioned subsequently.
- 1.1 The Regional Office consists of the building / premises at Rajendra Place and the residential accommodations at different locations in Delhi. The present rates may be quoted for the office premises / building at Rajendra Place, New Delhi only. However, the scope of work may be extended in future to the residential premises, and in that case the rates / service charges etc. shall remain uniform with only variation being the increase in manpower.

2. ELIGIBLE BIDDERS:

- 2.1. Bidder shall be a Professional Contractor (proprietor, firm, company, etc.) with a minimum of 07 years of experience in providing Fire Fighting Services to Institutions / Establishments of Central Government, State Government, Central and State Government Public Sector Undertakings & Educational Institutes, Municipal Corporations, reputed MNCs etc. The Contractor's experience period of 07 years shall be reckoned as on 31 March 2022. **The experience and work cost shall be counted for Fire Fighting Services only, and no combination with other works shall be allowed. In case of a composite contract, a clear bifurcation providing details of Fire Fighting Services and maintenance of related equipment should be provided separately.**
- 2.2. The value of this tender is approximately Rs. 17.00 lakhs per year. Bidder shall have a minimum annual turnover of at least Rs. 5.10 lakh per year for the last three financial years (i.e. 2019-20, 2020-21 & 2021-22), duly supported by audited or CA certified statement of accounts. Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid (Part-A). Certificates from the clients regarding the value, quality and duration of service rendered during the last seven years shall be submitted to corroborate the experience and details mentioned subsequently.
- 2.3. The bidders have carried out similar works during the last 07 years (ending 31.03.2022) with annual contract value (costing individually) not less than the amount as given subsequently.
- 2.4. **Definition of 'similar work': The experience and work cost shall be counted for Fire Fighting Services only, and no combination with other works shall be allowed. In case of a composite contract, a clear bifurcation providing details of Fire Fighting Services and maintenance of related equipment should be provided separately.**

| S.No | Experience Criteria | (Rs. lakh) |
|-------------|---|-------------------|
| 1. | One similar work during last 07 years (ending 31.03.2022) with not less than 80% of the annual contract value (costing individually) | 13.60 |
| | OR | |
| 2. | Two similar work during last 7 years (ending 31.03.2022) with not less than 50% of the annual contract value (costing individually) | 8.50 |
| | OR | |
| 3. | Three similar work during last 7 years (ending 31.03.2022) with not less than 40% of the annual contract value (costing individually) | 6.80 |

- 2.5. The bidder shall be based at Delhi NCR or have a representative establishment at Delhi NCR. Bidder must furnish documentary proof for the same.
- 2.6. Track record of the bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory authorities against the bidder.
- 2.7. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- 2.8. **An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax is to be submitted on a Rs. 100/- stamp paper.**
- 2.9 The bidder must not have been suspended/delisted/blacklisted by any organization, on any grounds.
- 2.10 The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
- 2.11 If the performance of the bidder is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization, then NABARD reserves the right to reject the bids submitted by such bidder.
- 2.12 The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes such as:
 - (a) Labour License
 - (b) ESI
 - (c) EPF
 - (d) PAN, TIN, GST, etc. duly supported by copies of certificates of registration.

- 2.13 Bidding firms/companies shall have current account in a scheduled commercial bank.
- 2.14 The bidders shall submit documentary evidence in support of the above eligibility criteria.
- 2.15 Financial Bids of only those bidders will be opened who will satisfy the conditions of Technical Bids.

3.0 QUALIFICATION OF THE BIDDERS:

- 3.1 (a) Memorandum of Understanding shall be provided in case the Bidder is a Joint venture/Consortium/Partnership.
- (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
- (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- (d) The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.2 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card under the Income Tax Act and also GST registration.
- 3.3 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.4 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the NABARD, New Delhi subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.5 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

निविदा फॉर्म

दिनांक: 202....

महाप्रबंधक/प्रभारी अधिकारी
राष्ट्रीय कृषि और ग्रामीण विकास बैंक
नाबार्ड टॉवर,
क्षेत्रीय कार्यालय
नई दिल्ली - 110 008

प्रिय महोदय,

"नाबार्ड नई दिल्ली क्षेत्रीय कार्यालय में फायर फाइटिंग हेतु वार्षिक रखरखाव" के लिए निविदा

ज्ञापन में निर्दिष्ट कार्यों से संबंधित निविदा दस्तावेज की तकनीकी बोली और मूल्य बोली की जांच करने के बाद, उक्त ज्ञापन में निर्दिष्ट कार्यों के स्थल का दौरा करके और जांच करके और निविदा को प्रभावित करने वाली उससे संबंधित आवश्यक जानकारी हासिल करके, मैं/हम एतद्वारा, मूल्य बोली में उल्लिखित दरों पर और निविदा के सभी मामलों के अनुसार और ऐसी सामग्री के साथ अन्य सभी मामलों में, द्वारा प्रावधान किया गया है, और ऐसी शर्तों के अनुसार जहां तक वे लागू होते हैं, उक्त ज्ञापन में निर्दिष्ट कार्यों को निर्धारित समय के भीतर निष्पादित करने की पेशकश करते हैं

ज्ञापन

| | | |
|---|--------------------------------------|---|
| क | कार्य का विवरण | नाबार्ड नई दिल्ली क्षेत्रीय कार्यालय में फायर फाइटिंग हेतु वार्षिक रखरखाव के लिए निविदा |
| ख | बयाना राशि | रुपए 34,000/- (रुपये चौतीस हजार मात्र) |
| ग | कोटेशन की वैधता | 90 दिनों or as per GeM, में जिनकी गणना कार्यदिश जारी होने की तिथि के 07वें दिन से की जाएगी। |
| घ | प्रतिधारण धन जमा (आरएमडी) | अंतिम बिल से 5% |
| ङ | प्रारंभिक सुरक्षा जमा अर्थात् आईएसडी | स्वीकृत निविदा मूल्य का 2% |

हम समझते हैं कि उक्त कोटेशन की वैधता का समय कार्य आदेश जारी होने की तारीख के 7वें दिन से गिना जाएगा।

यदि यह निविदा स्वीकार की जाती है, तो मैं/हम एतद्वारा अनुबंध के नियमों और प्रावधानों या निविदा की उक्त शर्तों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं, जहां तक वे लागू होते हैं या इनका अनुपालन नहीं करने पर ईएमडी को जप्त करने और राष्ट्रीय कृषि और ग्रामीण विकास बैंक को उक्त निविदा शर्तों में उल्लिखित राशि का भुगतान करने के लिए सहमत हैं।

हमारे बैंक निम्नलिखित है:

i).....बैंक,.....शाखा,....., नई दिल्ली

ii)बैंक,.....शाखा,....., नई दिल्ली

खाते का प्रकार - बचत/चालू

बैंक खाता नम्बर:

बैंक/शाखा का IFSC कोड :

हमारी फर्म के भागीदारों के नाम निम्नलिखित हैं :

i)

ii)

iii)

फर्म के भागीदार का नाम जो

हस्ताक्षर करने के लिए अधिकृत है:

या

अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ अटॉर्नी धारक का नाम

(पावर ऑफ अटॉर्नी या प्राधिकरण पत्र की प्रमाणित प्रतिलिपि संलग्न करें):

भवदीय

निविदाकर्ता के हस्ताक्षर

FORM OF TENDER

Place:

Date: 202.....

The General Manager / Officer-in Charge
 National Bank for Agriculture and Rural Development
 NABARD Tower, 24, Rajendra Place,
 New Delhi Regional Office
 New Delhi – 110 008

Dear Sir,

Tender for “Annual Maintenance Contract (AMC) for Firefighting Services at NABARD, New Delhi regional Office, 24, Rajendra Place, New Delhi - 110008”

Having examined the Technical bid and price bid of tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within / for the time specified, at the rates mentioned in the Price Bid and in accordance in all respects of the tender and with such materials as are provided for / required, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

| | | |
|---|---|---|
| A | Description of work | Tender for Annual Maintenance Contract (AMC) for Firefighting Services at NABARD, New Delhi regional Office, 24, Rajendra Place, New Delhi - 110008 |
| B | Earnest Money Deposit | Rs. 34,000/- (Rupees Thirty Four Thousand only) |
| C | Time allowed for validity of the offer for the work | 90 days or as per GeM, which shall be reckoned from the 07 th day from the date of issue of work order. |
| D | Retention Money Deposit (RMD) | 5% from the Final Bill |
| E | Initial security deposit i.e. ISD | 2% of value of accepted tender value |

We understand that the time allowed for validity of the offer for the work shown above shall be reckoned from the 07th day from the date of issue of work order.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers' are:

i)..... Bank, Branch,, New Delhi

ii)..... Bank, Branch,....., New Delhi

Type of account-Savings/Current

Bank Account No.

IFSC code of Bank/Branch

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract

(Certified copy of the Power of Attorney or Authority letter should be attached):

Yours faithfully,

Signature of Tenderer

GENERAL INSTRUCTIONS TO THE PARTY

1. Sealed Tenders, should be applied for on GeM portal only at appropriate place not later than **1400 hrs. on 13 January 2023**. The tenderers should clearly indicate on each scanned page / copy of the tender, under the full signature, whether it is original or duplicate.
2. **No tender will be received after 1400 hrs. on 13 January 2023 under any circumstances whatsoever.**
3. Tenders will be **opened on 13 January 2023 at 1500 hrs.** or later as convenient to NABARD and in accordance with rules of GeM, at NABARD, New Delhi Regional Office located at 24, Rajendra Place, New Delhi – 110008.
4. **Tender shall be finalized as per procedure laid out by GeM.**
5. The tender forms should be duly filled and all entries must be typed / made by hand and written in ink and the complete documents should be scanned in a manner that it is legible. If any of the above documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.
6. Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials and stamp of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after opening of the tender will be entertained.
7. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any documents not so signed is liable to be rejected.
8. The tender submitted on behalf of a Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender is liable to be rejected by the Bank.
9. **NABARD, New Delhi Regional Office does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reasons for doing so. The procedure of auto selection by GeM portal may be used by NABARD, if deemed fit.**
10. Initial Security Deposit (ISD) will be required to be deposited @ 2% of the accepted value of the tender within 15 days of intimation of acceptance of the tender / quotation. Retention Money Deposit (RMD) shall be deposited @ 5% of the stipulated figure in the tender document given at the time of quotation submission. The ISD, EMD etc. shall be adjusted in RMD as per rules.

11. On receipt of intimation from the Bank of the acceptance of his/their tender the successful tenderer shall be bound to sign an agreement in accordance with the draft agreement, along with other terms and conditions of the tender document.
12. The party shall not assign the contract. It shall not sublet any portion of the contract except with the prior written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice, in writing, to the party rescinding the contract whereupon the Security Deposit shall stand forfeited to NABARD, without prejudice to its other remedies against the party.
13. The tenderer must obtain on its own responsibility and at its own expenses all the information which may be necessary for the purpose of making the tender on entering into a contract and must inspect the site of the work and acquaint itself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.
14. NABARD will provide basic facilities like sitting space, drinking water etc. as required by statute to contract firemen, free of cost. The party should ensure that the firemen do not misuse the facilities provided by NABARD.

I/We hereby declare that I/We have read, understood and comply with the above instructions for the guidance to tenderers.

Signature of Tenderer: _____

Address: _____

Date: _____

SCOPE OF WORK

1. WORK DETAILS

The successful bidder / party shall be looking after and providing services for the annual maintenance contract of firefighting system at our campus situated at NABARD Towers, 24, Rajendra Place, New Delhi - 110008. **For this purpose, the contractor will be required to depute one person round the clock in three shifts and one supervisor, adequately qualified and trained in all aspects of firefighting and using all firefighting system provided at our premises.** In case of an emergency, the fire personnel will have to perform duties as per the existing / proposed fire evacuation plans.

2. BUILDING DETAILS

No. of floors: Building with nine (09) floors plus basement and ground floor which includes offices, server room (IT), meeting halls, recreation areas, guest rooms, dining lounges etc.

Fire Protection System: Hydrant System, sprinkler system, fire alarm system, extinguishers etc.

3. Equipment / systems covered under the scope of work

Complete firefighting, fire protection, fire extinguishing and fire alarm system are included in the scope of work. Any equipment/system (if added) subsequently will also be included in the same contract without extra cost. The decision of NABARD to reduce or increase the scope of work shall be agreed by vendor on similar T&Cs and rates.

4. MANPOWER DEPLOYMENT FOR THE PURPOSE OF THIS CONTRACT

The successful tenderer shall deploy for the above mentioned work, one person round the clock in three shifts and one supervisor. **The Firemen will be deployed for all 07 days of the week (reliever to be engaged as per rules) and the Supervisor will be deployed for 06 days of the week (no reliever required).** The manpower for the purpose of this contract shall be deployed on our duty without break in continuity. Same person will not be allowed to continue for two shifts at a stretch. Also, suitable reliever will be deployed by the tenderer to ensure proper leave to the three persons deployed regularly. The tenderer shall provide such reliever at no extra cost to the bank i.e. bank shall pay as per minimum wages prevalent only for the three persons deployed regularly. The Contract Labour Act provisions shall be followed in letter and spirit.

The manpower deployed should be well conversant with the existing firefighting, equipment/ systems in our premises and new equipment is the market which may be subsequently installed by us. **The Firemen should have a proper certificate of qualification / training from a Govt recognized institute and the Supervisor must have a Diploma in Fire and Safety Management or equivalent from a Govt recognized institute.** The minimum field experience required for Firemen is 05 years and for Supervisor is 08 years. Contractor and his staff after taking charge of the system should

immediately make themselves aware of the emergency escapes, formulate a fire evacuation plan, firefighting plans and understand the electrical distribution and other safeties for various equipment 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.

- 4.1** 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 Party 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 Party will be warned once and later on the contract will be liable for termination by giving one month's notice.
- 4.2** The persons deployed shall be well aware of the hazards of fire, LPG, 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 firefighting extinguishers and other equipment's as and when required.
- 4.3** 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.
- 4.4** 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. He shall report daily to the ACT of the bank or any other person identified for the purpose of attendance. 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.
- 4.5** The person deployed should follow the instructions given by the concerned officer. Contractor has to carry out any other related work assigned by concerned officer of bank.
- 4.6 RECORDS:** Party shall keep daily record of installed equipment, inventory / materials and housekeeping of items, equipment's and store. Party shall ensure that daily log report of all the works/ jobs are carried out and the performance / inspection reports by the persons deployed for the purpose of this contract is maintained at office premises of the

Bank. This daily log report should be checked and countersigned by the Party 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. TOOLS, EQUIPMENT'S AND UNIFORM

(a) Party 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

(b) Party 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, rain / water protection equipment 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) Water and electricity for carrying out activities for this contract.
- (b) Bank will provide chair and table for the use by persons deployed under this contract at 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.

DETAILS OF EXISTING FIRE FIGHTING SYSTEM

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

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

Broad Scope of Work

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

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

| | |
|---|------------------------|
| Shift I (01 Fireman for 07 days in a week) | 0600 hrs. to 1400 hrs. |
| Shift II (01 Fireman for 07 days in a week) | 1400 hrs. to 2200 hrs. |
| Shift III (01 Fireman for 07 days in a week) | 2200 hrs. to 0600 hrs. |
| General Shift (01 Supervisor for 06 days in a week) | 0930 hrs. to 1730 hrs. |

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

TERMS & CONDITIONS

1. In the said conditions hereinbefore mentioned, General Manager / Officer in Charge shall act on behalf of NABARD.
2. The said Conditions and appendix thereto, shall be read and construed as forming part of this tender, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
3. The tender and documents mentioned herein shall form the basis of this Contract.
4. This tender is for ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM work as specified in the scope of work and special conditions, at NABARD Tower, 24, Rajendra Place, New Delhi – 110008 as per the rates accepted and the governing conditions.
5. The party shall make good any damages to the property, during and after the completion of the Contract.
6. All payments by NABARD under this contract will be made only through e-payment.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at New Delhi and Courts in New Delhi only shall have jurisdiction to determine the same.
8. That the several parts of this contract have been read by the party and fully understood by it.
9. While construing these Conditions, the Specifications, and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires. Interpretation Clause are as under:

| | |
|---------------------|--|
| "The Bank" | Shall mean NABARD, New Delhi Regional Office and shall include its assigns and successors. |
| "The party" | Shall mean M/s _____ and shall include his/their legal representative, assigns or successors |
| "This Contract" | shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix and the specifications attached hereto which are duly signed. |
| "Notice in Writing" | written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known residential or |

| | | |
|-----------------------------|----|---|
| | | business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered. |
| "Act of Insolvency" | of | shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Amendments/modifications thereto. |
| "The Works" | | Shall mean work of FIRE FIGHTING SYSTEM as specified in the scope of work and special conditions, at the premises of NABARD, New Delhi Regional Office at 24, Rajendra Place, New Delhi – 110008 as provided herein. |
| Definition of Similar Works | | The experience and work cost shall be counted for Fire Fighting Services only, and no combination with other works shall be allowed. In case of a composite contract, a clear bifurcation providing details of Fire Fighting Services and maintenance of related equipment should be provided separately. |

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

- a. The Party will accept full and exclusive responsibility for wages, PF bonus, medical, leave, etc. and any other obligation referred to under the law now and hereafter imposed by State or Central Government or local bodies for the persons(s) deployed by the Party (If applicable).
- b. Bank will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The Party shall keep the bank indemnified against all losses of damages or liability arising out of or imposed in the course of employment of persons(s) by him. However, as Principal employer the bank shall be free to ask for any documents/ proof as deemed fit.
- c. The Party shall make regular and full payment of wages, salaries, PF and any other payment due to his employee(s) and furnish necessary proof. (If Applicable)
- d. If applicable, the Party shall obtain the necessary 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.
- e. The Party shall comply with all acts. laws under Contract Labor (R&A) Act 1970 and PF & EIS act, Payments of Wages Act, Minimum Wages Act or any other statutory rules regulations with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this

contract from time to time and take such necessary steps as may be deemed necessary in this regard. The Party shall keep the bank indemnified against all penalties, claims and liabilities of every kind for any violation of such acts, Laws or Regulations etc. by him / her, his / her agents or his / her staff. (If applicable)

- f. **If at any time during the period of the contract, it is observed by the bank or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the bank or any terms of the contract are violated, the bank reserves the right to terminate the contract without giving any notice.**
- g. It shall be entirely, the responsibility of the Party to ensure that no unlawful act is done by his person(s) while on duty. A police verification of the deployed persons must be carried out.
- h. In case of loss of the Bank's property due to the negligence of carelessness of the person(s) deployed by the Party he will be responsible and shall make good the same.
- i. The Party shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.
- j. The contractor shall indemnify the bank (*Indemnity Bond to be executed by successful bidder / party in the format provided*) against any payments to be made under and for observance of the above-mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be considered and no claim will be entertained by bank on any account.
- k. The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.
- l. All works shall be carried out in accordance with the provision of the statutory acts and laws and Bureau of Indian Standards regarding fire systems in India, electricity act, local laws and by-laws as amended up-to-date. Contractor shall be solely responsible for following and adhering to the proper fire and safety precautions while carrying out any job.
- m. During the tenure of the contract, the contractor has to coordinate the work with other agencies working inside or outside. Also in case of emergency or major problems, the contractor has to provide complete support and assistance to any other agency or for jobs of electrical maintenance, lifts, LPG system, display sign boards, DG set, electrical substation, interior and exterior sanitary contracts etc.

- n. **The successful tenderer should maintain close liaison with local/appropriate authorities in fire Dept. /Fire station, so that assistance is easily available as and when required.**

B. Period of contract

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

C. Resolving Disputes

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

D. Rates and Prices

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

E. Payments Terms

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

F. **Penalty Clause**

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

G. **MAINTENANCE SCHEDULE**

The maintenance schedule is annexed.

H. **Arbitration**

In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of the General Manager / Officer - in - Charge, NABARD, NEW DELHI REGIONAL OFFICE, shall be final and binding upon the parties. The place of arbitration shall be New Delhi. The Indian laws shall be applicable to the arbitration.

II. **Special Terms & Conditions**

- 1. The Party shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Party is inclusive of Employer's share of ESI & EPF contributions and no separate charges shall be payable by us on this account.

Monthly payment will be done on production of proof of payment towards ESI & EPF(counterfoils) & other documents such as registration number, photo card etc. As per requirements of Contract Labour (Regulation & Abolition) Act 1970, the payment of wages to the employees to be made by the contractor will be checked by an official of NABARD who will check the payment register monthly or seek bank statements. **(If applicable)**

2. The staff deployed should be available 03 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
3. The Party should ensure payments to the labourers as per latest minimum wages act and also payment to be disbursed to the contract labour and supervisor in the presence of NABARD's representative on or before 07th of every month irrespective of fact that previous monthly bill is paid or not by the NABARD.
4. 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.
5. Mobile phone of the persons deputed on site may be intimated to us.
6. **The Party should provide 02 sets of uniforms of approved color and quality to the employees deployed for the job at NABARD and also one pair of safety shoes, every year at its own cost.**
7. The Party shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD during execution of works. The Party would be responsible for the safety of persons employed by the Party as also the safety of employees of NABARD.
8. The Party shall take all precautions to avoid accident and causes of accident. The Party must be careful regarding safety during working of the Party worker in the premises/colony.
9. NABARD shall not bear any responsibility in case of any accident to the Party worker in the premises due to no fault of work working but merely due to negligence of the Party worker or lack of safety provided to them by you.

Covenants made by the party

1. The party shall conform to all the provision of any Act of the Legislature relating to the work, and to the Regulation and Bye - Laws of any authority applicable.
2. The party shall on request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank, be incompetent or misconduct's himself, and such person shall not be again employed on the work without the permission of the Bank.
3. The whole of the works included in the Contract shall be executed by the party and the party shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of the Bank
4. The party shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
5. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the party.

Declaration by the Contractors

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

Date:

Signature:

Place:

Name & Address:

Seal of the Contractor:

Annexure I

BASIC INFORMATION

| Sr. No. | Particulars | Bidder's response |
|----------------|---|--------------------------|
| 1 | Name of the Tenderer/agency/ contractor and address of the registered office, telephone no., mobile no., email-id, and website address. | |
| 2 | Year of Establishment | |
| 3 | Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed | |
| 4 | Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm | 1 2 3 |
| 5 | Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No. | a b c d |
| 6 | Whether registered/ empaneled for similar service with a Government/ Semi- govt / Municipal Authorities or any other public organization b If yes, name of the authority c And since when? | (Yes/ No) |
| 7 | Work Experience a Details of work experience in firefighting services b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings / private banks / Private sector / housing societies at any other center should also be given. | |

| | | |
|----|--|--|
| 8 | a) Areas of business activities, other than firefighting services, if any, and b) Place and address of such business | |
| 9 | a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation & mobile number of In-charge | |
| 10 | Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work | |
| 11 | a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) | |
| 12 | Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2022) | <u>Annual turnover</u> Rs. _____ (FY 2019-20) Rs. _____ (FY 2020-21) Rs. _____ (FY 2021-22) |
| 13 | Number of supplementary sheets attached | |
| 14 | a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years b) If yes, please give following information (suit-wise/ project-wise): i. Name of the Project & Organization ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation | (Yes/No) |

| | | |
|----|---|--|
| 15 | a Permanent Account Number (PAN) b TIN c Goods and Service Tax Registration No. d EPFO Registration No. e ESIC Registration No. f Regional Labour Commissioner Registration (Copy of above documents to be enclosed) | |
|----|---|--|

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

- a) Documents mentioned at point No. 15 above.
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years from FY 2019-20 onward.

Signature of the Tenderer with seal & date

Annexure II
Previous Experience

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

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

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

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

Signature of the Tenderer with seal & date

Annexure III
Technical Personnel and Experience

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

| S No. | Name | Age | Qualification | Experience | Nature of works handled | Date from which employed in the organization |
|-------|------|-----|---------------|------------|-------------------------|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

2. **List of available tools, Equipment.** (Please attach extra sheets if required).

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

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

4. No. of supplementary sheets attached for Part III.

Signature of the Tenderer with seal & date

Annexure IV

Details of Bank Account

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

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

Signature of the Tenderer with seal & date

Annexure V

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

The number of personnel required to carry out the work under the scope of this contract satisfactorily for NABARD, New Delhi Regional Office is **03 firemen and 01 supervisor** as per the details given below:

| Particulars | Average deployment per day |
|--|-----------------------------------|
| Qualified personnel (Firemen and Supervisor) having qualification and experience as mentioned in the tender previously | 03 firemen and 01 supervisor |

SIGNATURE AND SEAL OF THE BIDDER

Annexure VI

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

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

| S No. | Particulars | Please mention YES / NO |
|--------------|--|--------------------------------|
| a) | Receipt of Earnest Money deposit of Rs. 34,000/- | |
| b) | Pre Bid Integrity Pact (to be submitted in original hard copy) at NABARD, New Delhi Regional Office in given format on or before 06 January 2023 | |
| c) | ESI Registration | |
| d) | EPF Registration | |
| e) | GST Registration | |
| f) | PAN Registration | |
| g) | Labour commission Registration | |
| h) | Any License required from Competent Authority for carrying out firefighting AMC work | |
| i) | Work experience certificate from clients (should be filled and signed by your clients only) | |
| k) | Any other relevant document | |

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

Place :

Date :

Name, Signature and Seal of the Contractor

Annexure VII

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

To

The General Manager – OIC,
NABARD
New Delhi Regional Office

Dear Sir,

Subject: **Indemnity and Undertaking pertaining to Firefighting AMC at NABARD, New Delhi Regional Office**

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

We, the said _____ (bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by

any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub - contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

SCHEDULE

Firefighting AMC at NABARD, New Delhi Regional Office

Yours faithfully,

(Name and Designation)
of Authorized Official

Annexure VIII

FORM OF AGREEMENT

The Agreement which would be entered by the successful tenderer with NABARD is prescribed as follows: -

करार

यह करार वर्ष 2023 के _____ माह के _____ दिन को राष्ट्रीय कृषि और ग्रामीण विकास बैंक, जो कि राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 के अंतर्गत स्थापित एक निगम है जिसका प्रधान कार्यालय मुम्बई में स्थित है और जिसका नई दिल्ली क्षेत्रीय कार्यालय, नाबार्ड टावर, 24, राजेन्द्र प्लेस, नई दिल्ली - 110125 में स्थित है (जिसे इसके बाद "नाबार्ड" कहा जाएगा, इस अभिव्यक्ति में इसके उत्तराधिकारी और समनुदेशिनी शामिल समझे जाएंगे) एक पक्ष के रूप में

और

मेसर्स _____, जो एक _____ फ़र्म है जिसका कार्यालय _____ में स्थित है जिसका प्रतिनिधित्व विधिवत रूप से गठित और अधिकृत प्रतिनिधि _____ द्वारा किया जाता है (जिसे इसके बाद से ठेकेदार का अधिकृत प्रतिनिधि कहा जाएगा) दूसरे पक्ष के रूप में, के बीच निष्पादित किया जाता है।

यह है कि नाबार्ड अपने नई दिल्ली क्षेत्रीय कार्यालय नाबार्ड टावर, 24, राजेन्द्र प्लेस, नई दिल्ली - 110008 के लिए अग्निशमन और संबंधित कार्यों के लिए वार्षिक रखरखाव अनुबंध करवाना चाहता है और इसमें वर्णित एवं साथ ही अन्य निम्नलिखित नियम एवं शर्तों को मेसर्स _____ द्वारा स्वीकार किया गया है।

अब इन पक्षों द्वारा और उनके बीच निम्नानुसार करार होता है :

- 1 इस करार में, शब्दों और अभिव्यक्तियों का वही अर्थ होगा जो इसके बाद में संदर्भित नियम एवं शर्तों में उनके लिए निर्धारित किया गया है।
- 2 निम्नलिखित दस्तावेज़ इस करार का भाग होंगे, इसके भाग के रूप में पढ़े जाएंगे और समझे जाएंगे अर्थात् इनके साक्ष्य में पार्टियों ने इस पर पूर्वोक्त दिन, माह तथा वर्ष को अपने हस्ताक्षर किए हैं और मोहर लगाई है।
 - i) निविदा दस्तावेज़
 - ii) कार्य आदेश पत्र
 - iii) कोई अन्य दस्तावेज़ जो करार में स्पष्ट रूप से वर्णित है और जिन पर दोनों पार्टियां परस्पर सहमत है।

- 3 किसी भी विवाद कि स्थिति मे इस टेंडर/ करार और इनसे संबन्धित दस्तावेजों का अंग्रेजी पाठ मान्य माना जाएगा।

निम्नलिखित की उपस्थिति मे नियोक्ता नाबार्ड को उक्त ठेकेदार मेसर्स _____ द्वारा हस्ताक्षर किए गए, मोहर लगाई गई और सुपुर्द किया गया।

ठेकेदार के हस्ताक्षर (मय मोहर)

उप महाप्रबन्धक,
नियोक्ता/ स्वीकारकर्ता प्राधिकारी के
अधिकृत प्रतिनिधि के हस्ताक्षर

साक्षी (हस्ताक्षर, नाम एवं पता)

साक्षी (हस्ताक्षर, नाम एवं पता)

1.

1.

2.

2.

Annexure VIII
AGREEMENT

This Agreement made on the ____ day of the month ____ in the year 2023, BETWEEN the National Bank for Agriculture and Rural Development (NABARD), established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Mumbai and its Delhi Regional Office at NABARD TOWER, 24, Rajendra Place, New Delhi – 110125 (hereinafter referred to as the NABARD and or its successors and assignees) on the ONE PART;

And

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

Whereas NABARD wants **Annual Maintenance Contract for Firefighting and related works at its Delhi Regional Office at NABARD TOWER, 24, Rajendra Place, New Delhi – 110008**, the same have been accepted by M/s ____ at NABARD, New Delhi on the terms and conditions as set out therein and inter-alia others as mentioned below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz. in witness whereof parties hereto have hereunto set their respective hands and seals on the day, month and year first above written.

i) Tender Document

ii) Letter of Award

iii) Any other document specifically indicated to be included in the contract agreement and mutually agreed upon by both the parties.

3. In case of any dispute, English version of this tender/ agreement and the related documents will prevail.

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

Signature of Contractor (with seal)

Dy. General Manager

Signature of Authorised representative
of the NABARD (Accepting Authority)

Witness (Signature, Name and Address)

Witness (Signature, Name and Address)

1. -----

1. -----

2. -----

2. -----

ANNEXURE-IX

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

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

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

Signature of the Reporting Officer

(Official Stamp of the organization)

Date:

Place:

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

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as **"The Principal"**

And

..... hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which

he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

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

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 – Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is:-

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

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
8. If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

PART-II
FINANCIAL BID

PREAMBLE

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

PART-II: FINANCIAL BID

Calculation sheet for supply of manpower with minimum wages (Cost per Month)

| Sl. No. | Particulars | Remarks | Rates / Percentage | Amount per month (Rs.) (for 26 days) |
|------------|--|--|--------------------|--------------------------------------|
| (A) | Basic Wages plus VDA (03 Firemen) | w.e.f. from 01 Oct 2022 | 788.00 | 61464.00 |
| (B) | Basic Wages plus VDA (01 Supervisor) | | 866.00 | 22516.00 |
| (C) | EPF on Basic Wages plus VDA | Restricted to maximum wage ceiling of Rs. 15,000/- | 12% | 7200.00 |
| (D) | EDLI on Basic Wages plus VDA | | 0.5% | 300.00 |
| (E) | Administrative charges (EPF & EDLI) On Basic Wages plus VDA | | 0.5% | 300.00 |
| (F) | ESIC (Not applicable if Basic plus VDA is more than Rs. 21,000/-) | Applicable for 03 Firemen only | 3.25% | 1997.58 |
| (G) | Sub Total {Sum of (A) to (F) } | | | 93777.58 |
| (H) | Relieving Charges 1/6 th on (A + relevant portion of C to F) for remaining 04 days of the month | 1/6th of (61464 + 5850 + 1997.58) = 69311.58 | | 11551.93 |
| (I) | Sub Total (G + H) | | | 105329.51 |
| | | Rounded off | | 105330.00 |
| (J) | Service Charges on (I) | | ___ % | (amount in Rs.) |
| (K) | Total (I + J) | | | |
| (L) | GST on (K) | | 18 % | |
| (M) | Total Cost per Month (K + L) | | | |

Note 1: - Rates shall be quoted as Service Charges (J above) and Total Cost per Month (M above).

Note 2: - For all calculation, there shall be 26 working days in a month (or 27 days for a 31 days month) and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

Note 3: - No change shall be allowed in this table. Only the blank & relevant portions may be filled up.

Note 4: - Sl. No. A, B, C, D, E, & F above shall be paid as per Central Govt. Acts / Notifications including amendments.

Note 5:- Sl. No. C, D & E are restricted to Rs. 15,000/- as per EPF Act.

Note 6:- Basic Wages plus VDA at S No. A & B, are as per Central Govt. Minimum Wages w.e.f. 01 October 2022 for relevant workers.

Note 7: - Rates quoted would be applicable for the entire period i.e. up to 31 March 2025. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 8:- The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation at Sl. No. (J).

Note 9:- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Note 10:- *In case of multiple L1 bidders, placement of contract will be done by selection of an agency from amongst the L1 bidders GeM's system determined vendor selection.*

Date:

Signature of the tenderer with seal

Place:

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