

Annexure I

NABARD New Delhi Regional Office, New Delhi

QUOTATION FOR

**ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM
FOR THE PERIOD 2020-22**

NAME OF THE TENDERER: _____

ADDRESS _____

Last Date for Submission of Tender: 14:00 hrs. on 15 July 2020

Opening of Tender: 15:00 hrs. on 15 July 2020

CHECK LIST

Tenderers are requested to submit the following:

1. Copy of the registration certificate for the following (Strike out the option that is not applicable)

a)	ESI	:	
b)	EPF	:	
c)	Service Tax	:	
d)	GST No.	:	
e)	PAN No.	:	
f)	Sales Tax	:	
g)	Labour commission Registration Certificate	:	
h)	Name of Bank Branch and Address		
i)	Bank Code & Branch Code		
j)	IFS Code of Bank Branch		
k)	Type of Account		(Saving / Current / Cash Credit)
l)	Account Number		
m)	Account Name (Please enclose a cancelled cheque)		

2. Contractor should follow C.L. (R&A) Act and Minimum Wages/labour Act. Contractor should indemnify NDRO for any liability arising out of operation of C.L. (R & A) Act and Minimum Wages/labour Act.
3. Relevant experience certificates.
4. License from Competent Authority, wherever applicable.

5.	Tender form availability	The tender document can be downloaded from http://www.nabard.org/tenders (Nabard's website).
6.	Pre-Bid Meeting	At 15.00 hrs. on 08 July 2020 at NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi - 110125.

The quotations are liable to be rejected if the above conditions are not complied with.

Place :

Date :

Name, Signature and Seal of the Contractor

FORM OF TENDER

Place: - New Delhi

Date: -

The General Manager / Officer – in – Charge,
NABARD Towers,
24, Rajendra Place,
New Delhi - 110125

Dear Sir,

Having examined the Scope of work and the guidelines relating to ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM of NABARD, New Delhi Regional Office, 24, Rajendra Place, New Delhi - 110125 as specified in the memorandum hereinafter set out and having visited and examined the site of the work specified in the Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said Memorandum at the rates mentioned in the Annexure and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, Special Conditions and terms and conditions, and in all other respects in accordance with such conditions so far as they may be applicable.

Yours faithfully

Name and Signature of the tenderer

MEMORANDUM

1. Description of work/s: ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM at the premises of NDRO at 24, Rajendra Place, New Delhi - 110125.

2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in case of default thereof NDRO may blacklist my firm and remove it from list of empaneled vendors.

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorized to sign

OR

Names of person & having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of authorized signatory

(Signature and addresses of witnesses)

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

AGREEMENT

This agreement made at New Delhi this _____ day of _____ 2020 (in words) between the NABARD, New Delhi Regional Office situated at 24, Rajendra Place, New Delhi – 110125 herein after referred to as ‘NDRO’ (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) of the ONE PART and (this will undergo change when the party is partnership firm or Company) Shri..... son of aged presently residing at _____ and carrying on similar work under the name and style of M/s _____ and having their place of business at _____ hereinafter referred to as ‘the party’ (which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS, NDRO is desirous of outsourcing the work of ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM at its premises located at 24, Rajendra Place, New Delhi – 110125. (Hereinafter referred to as the said premises)

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

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

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

1. NDRO hereby awards the work Annual maintenance of Fire Fighting System in the said premises from **01 August 2020 to 31 March 2022**. If the work rendered by the party is found to be satisfactory, then the bank may at its own discretion extend the contract for a period of one year or more on the same terms and conditions.

2. For the ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM work, the party shall be reimbursed a compensation for an amount of Rs. _____ /- (Rupees _____ Only) per month plus taxes as applicable. These rates shall be firm rates. No request for increase in rates shall be entertained by the Bank for reasons viz. increase in cost of material, labour costs or any other reasons, during the currency of the agreement.

3. The compensation shall be payable to the party by NDRO within 02 weeks from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of the Bank.

4. (a) The party shall comply with the municipal and other laws, obtain license, permission etc. as required under the contract labour laws and shall cover all the employees under its charge with all statutory requirements like minimum wages, PF, ESIC etc. The party shall indemnify and keep indemnified NDRO against any lapse on its part in complying with these conditions or any other statutory requirements in connection with the AMC.

(b) The quality of maintenance work shall be of good standard subject to the satisfaction of the GM / OIC, NDRO.

(c) The party shall ensure that no loss or damage is caused by an act or default on its part or its employees and agents, to NDRO's furniture, fixture and fittings and other articles.

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

(e) If the GM / OIC, NDRO so considers and if the situation so warrants, then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the party shall not be entitled to any compensation in the event of such termination. **However, in normal course the agreement can be terminated by the party by giving three months' notice and by the Bank by giving one month's notice.**

(f) On the expiry or earlier termination of this agreement the party shall remove itself and its employees/servants and agents from the premises and all articles belonging to it, or to its employees or agents.

(g) If any dispute arises on any matter concerning this agreement, then the decision of the GM / OIC, NDRO shall be final and binding in respect of such dispute.

(h) The reference to the GM / OIC, NDRO in this agreement and the schedules hereto annexed shall mean the General Manager holding charge of NDRO at 24, Rajendra Place, New Delhi – 110125 and shall include, in respect of any powers exercised by him or NDRO under this agreement or any officer/s of the Bank designated by him, on his behalf, from time to time.

(i) This agreement shall be executed in duplicate. NDRO shall retain the original and the party, duplicate. Stamp duty on original and duplicate shall be borne by the party.

IN WITNESS WHEREOF the NDRO has set its hands to these presents and a duplicate hereof through its authorized official and the party has set his hands to these presents and the duplicate on the day/month and year first hereinabove written.

Signed and delivered by the

within named NABARD, New Delhi Regional Office

.....

by the hand of its authorized official

(Name and Designation)

in the presence of

(i) _____

(ii) _____

Signed and Delivered by Shri

In the presence of

(i) _____

(ii) _____

Schedule "A"

Terms & Conditions

1. In the said conditions hereinbefore mentioned, the officer in charge of the NDRO i.e. the General Manager / Officer in Charge shall act on behalf of NDRO.
2. The said Conditions and appendix thereto, shall be read and construed as forming part of this agreement, 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 agreement and documents mentioned herein shall form the basis of this Contract.
4. This Contract 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 – 110125 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 NDRO 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.

General Instructions to Party

1. Sealed Tenders, should be addressed to the **General Manager / Officer in Charge, NABARD, 24, Rajendra Place, New Delhi – 110125** and super scribed "ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM of NABARD, New Delhi Regional Office (NDRO) at 24, Rajendra Place, New Delhi – 110125 and send so as to reach us not later than **1400 hrs.** on **15th July 2020.** The tenderers should clearly indicate on each copy of the tender, under the full signature, whether it is original or duplicate.
2. **No tender will be received after 1400 hrs. on 15th July 2020 under any circumstances whatsoever.**
3. Tenders will be **opened on 15th July 2020 at 1500 hrs.** at NABARD, New Delhi Regional Office (NDRO) at 24, Rajendra Place, New Delhi – 110125 in the presence of other officials and the tenderers or their representatives, should they choose to be present.
4. Tender shall remain open for acceptance by the Bank for a period of Three Months from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.
5. The tender forms should be filled in English and all entries must be made by hand and written in ink. 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 tenders 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 (NDRO) 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.

10. Initial Security Deposit will be required to be deposited at 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.

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 NDRO. In case of breach of these conditions, NDRO may serve a notice, in writing, to the party rescinding the contract whereupon the Security Deposit shall stand forfeited to NDRO, 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. NDRO will provide water and power required for the work, free of cost. The party should ensure that the water and power facility provided, by NDRO is used judiciously.

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

Signature of Tenderer: _____

Address: _____

Date: _____

OTHER CONDITIONS OF THE CONTRACT

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 (NDRO) 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"	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 (NDRO) at 24, Rajendra Place, New Delhi – 110125 as provided herein.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice-versa where the context requires.

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 bring to the attention of the Bank all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works, and lodged the receipts with the National Bank.
3. 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.
4. 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
5. 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.
6. 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.

Scope of work / Terms and Conditions

1. WORK DETAILS

The 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 - 110125. **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 9 floors including offices, 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.

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 manpower for the purpose of this contract shall be deployed on our duty without break. 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. He should have a proper certificate of training from a Govt recognized institute. The minimum experience required for Operators is 5 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 CT 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 No.
- 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.

Special conditions of the contract

- 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 PET & 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 or 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 bank against any payments to be made under and for observance of the above mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the additional expenditure incurred by the contractor shall be borne by the contractor and no claim will be considered and no claim will be entertained by bank on any account.
- 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 contract will be from 01 August 2020 to 31 March 2022.
- b. The contract may be extended on same rates and terms and conditions if NABARD deems fit. However, bank has the right to award the said job for further periods to any other party at any rates as deemed fit and the decision of the bank will be final in this regard.
- 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 service tax 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 deductions i.e. taxes etc. from the payments due to the contractor.

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 engineer 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.

MAINTENANCE SCHEDULE

The maintenance schedule is annexed.

6.0 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.

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:
Place:

Signature:
Name & Address:
Seal of the Contractor:

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 NDRO who will check the payment register monthly or seek bank statements. **(If applicable)**
2. The staff deployed should be available 3 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
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 NDRO's representative on or before 7th of every month irrespective of fact that previous monthly bill is paid or not by the NDRO.
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 2 sets of uniforms of approved color and quality to the employees deployed for the job at NDRO 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 NDRO 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 NDRO.
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. NDRO 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.

Details of Existing Fire system

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

- (i) Fire Alarm system, smoke 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.

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 its experienced, technically qualified firemen and supervisor, having the fire training certificate, who will be available in the premises on daily basis in the following shifts on rotation:

Shift I	0600 hrs. to 1400 hrs.
Shift II	1400 hrs. to 2200 hrs.
Shift III	2200 hrs. to 0600 hrs.
General Shift (Supervisor)	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.
- (iii) The firm shall also depute experienced representative having relevant qualification, conversant with the above system, twice in a month to check all the firefighting system including checking, servicing, cleaning, nozzles, mechanism etc., advising for refilling of the fire extinguisher, checking of fire buckets, First-aid box, Instruction chart etc. in the premises and also submit report to Bank's officials, as well as on demand.

NABARD, NEW DELHI REGIONAL OFFICE

Annual Maintenance Contract for Fire Fighting Equipment in NDRO, New Delhi.

FINANCIAL BID- Schedule of Quantities

Rate to be Quoted by Bidder					
	Category of staff employed	Minimum number of staff to be employed	Basic Wages + VDA rate per day* (Rs.)	No. of days	Wages per annum (Approx.)
1	Semi – Skilled	03			
2	Skilled	01			
3	ESIC @ 3.25%				
4	EPF @ 12%				
5	EDLI @ 0.50%				
6	Administrative Charges (EPF & EDLI) @ 0.50%				
7	Bonus @ 8.33%				
(A)	Sub Total				
(B)	Any other charges (if any) with explanation ##				
(C)	Service Charges in % on (A+B)				
(D)	TOTAL OF A + B + C				

Any other charges 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 are to be solely decided by bidder for the purpose of this quotation. The bidder should quote reasonable rates at B & C above.

*** Latest Wage rates as notified by office of the Dy. Chief Labour Commissioner (CENTRAL), Ministry of Labour & Employment, Government of India for Category A. Applicable as revised from time to time by CLC (C). All statutory charges will be payable as per prevalent rules.**

Place :

Signature of Contractor

Date :

Name and Seal

Address :