

NABARD

Tender for Providing Firemen on Contractual Basis for the Operation and Maintenance of Fire-Fighting Equipment at NABARD Head Office, BKC, Bandra East, Mumbai – 400051 and Maintenance of Fire- Fighting Equipment at the Residential Colonies

NABARD, Head Office, BKC, Bandra (E), Mumbai-51”

Date of issue of tender document	07 Oct 2021
Last date of submission of tender	1300h on 28 Oct 21
Date of Site Visit	08 Oct 2021
Date of Pre Bid Meeting	12 Oct 2021
Date and time of opening Technical bids	28 Oct 21 1400h onwards
Issue and Opening of BOQ/price bid	Will be communicated as per schedule

INDEX

Ser. No.	Particulars	Page No.
1	<u>Part 1 (Technical Bid)</u>	4
2	Notice Inviting Tender	5-7
3	Form of Tender	8-9
4	Pre-qualification criteria	10
5	General Instructions & special conditions of the contract	11- 16
6	Articles of Agreement	17-18
7	Performa for electronic payment	19
8	ANNEXURE B (to be submitted by vendor in Part I)	20-22
9	<u>PART 2 – Price Bid</u>	
10	Bill of Quantities	24

PART – 1: Technical Bid

1. Notice Inviting Tender

Ref. No. NB. DPSP-PSS/ PSS 38/ 2021 – 22

07 Oct 2021

M/s

Dear Sir,

Notice Inviting Tender – Tender for Providing Firemen on Contractual Basis for the operation and maintenance of Fire-fighting equipment at NABARD Head Office, BKC, Bandra East, Mumbai -400051 and maintenance of fire-fighting equipment at the residential colonies

Sealed tenders are invited in the prescribed format by the Chief General Manager, Department of Premises, Security and Procurement, from reputed firms/agencies/companies for providing of firemen for the operation and maintenance of fire-fighting equipment at NABARD Head Office, BKC, Mumbai and maintenance of fire-fighting equipment at the six residential colonies of NABARD. Sealed Bids in **TWO separate sealed Envelopes** indicating clearly “**Envelop - No.1 - Technical bid**’ and '**Envelope No.2 – Price bid**', shall be addressed by name to **CHIEF GENERAL MANAGER, DPSP, NABARD, HEAD OFFICE, BKC Bandra (E) C24, G Block Mumbai - 51** and Envelopes should also be super scribed ‘**Providing of firemen for the operation and maintenance of fire-fighting equipment at NABARD.**’ Last date for submission of tender is **28 Oct 2021 by 13.00 hrs.**

i. Envelope no. 1 shall contain:

(a) “**Technical Bid**” (consisting of NIT, Tender, Prequalification, General Instructions and special conditions of contract, Article of Agreement, Performa for electronic payment) with every page signed and stamped.

(b) An amount of **₹ 25000 /- (Rupees Twenty Five thousand Only) towards Earnest Money Deposit (EMD)** by way of electronic transfer (NEFT) to NABARD Account No- **055505000552 of ICICI Bank** and **IFSC Code ICIC0000555**. The slip /proof of the payment of deposition of EMD is required to be submitted along with “**Technical Bid**” in a separate envelope. EMD envelop shall be super scribed as EMD “**providing of firemen for the operation and maintenance of fire-fighting equipment at NABARD**”. The Tender without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder. **Exemption of EMD** may be given to the bidders on submission of Copy of Valid Registration of MSME certificate/ necessary supporting documents.

ii. Envelope No.2 shall contain-

- a) **Price Bid-** Shall be addressed by **Name to CHIEF GENERAL MANAGER, DPSP NABARD, HEAD OFFICE, BKC Bandra (E) C24 G Block Mumbai.**
- b) Envelope No.2 shall not contain any condition whatsoever and any conditional bids shall be rejected.
- c) Envelope No.2 WILL be opened on some suitable date, which will be communicated later on, after scrutiny of the documents submitted by tenderers. Price Bid envelopes shall be opened only in respect of those tenderers who are found to be eligible as per the prequalification criteria specified by **NABARD** and have complied with all the requirements in tender document.

iii. Before filling up the tenders, the bidders may note the following: The bids shall remain valid and open for acceptance for **03 months** from the date of opening of Envelope No.1. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender, which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the **Earnest money** of the tenderer.

(a) The tenderer should quote the rate in figures as well as in the words, if any discrepancy is found in the rate in words and figures, then the rates quoted in words shall be taken as correct.

(b) The tenderers must include in their tender price quoted for all duties, GST, any other taxes as applicable. No extra claim on this account will in any case be entertained at later stage. The tender document must be filled in English. If any of the documents are missing or unsigned in price bid, the tender shall be considered invalid.

(c) In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within 4days after communicating the same, otherwise the tender will be rejected.

(d) NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

(e) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

(f) The tenderer, apart from being a competent contractor must co-ordinate himself with all the agencies as and when required.

(g) Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the **NABARD** in any circumstances.

(h) **NABARD** does not bind itself to accept the lowest or any tender at all. **NABARD** also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.

(j) Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to **CHIEF GENERAL MANAGER, DPSP, NABARD, HEAD OFFICE, BKC Bandra C-24 G Block Mumbai - 51** who will review the questions and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers. Which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the last date of submission of the tender.

(k) The successful bidder shall execute an agreement on non-judicial stamp paper with **NABARD** in accordance with the standard format enclosed (Articles of Agreement) within to days from date of issue of work order failing which the bidder's EMD may stand forfeited.

(l) For any clarification you may please contact DPSP- **PSS** section at **022- 26539176**.

Sd/-

(Capt. Vinoda Krishnan)
Deputy General Manager

2. FORM OF TENDER

The Chief General Manager, DPSP
NABARD Head Office
G Block C-24
BKC Bandra (E) -51

Dear Sir/Madam

Notice Inviting Tender – Providing of firemen for the operation and maintenance of fire-fighting equipment at **NABARD** Head Office, BKC, Bandra East, Mumbai -400051 and maintenance of fire-lighting equipment at the residential colonies

1. I / We have examined the Terms & Conditions relating to the tender for the said contract after having obtained the Tender document invited by you.
2. I / We have visited the site, examined the site of Contract specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute the contract in strict accordance with the Terms and conditions of the Tender Document.
4. I / We enclose herewith interest-free **₹ 25000 /-** (**Rupees Twenty Five thousand only**) towards **Earnest Money Deposit (EMD)** by way of electronic transfer (**NEFT**) to NABARD **Account No- 055505000552 of ICICI Bank** and **IFSC Code ICIC0000555**. The sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and/or in the event of our failure to execute the Contract when called upon to do so by accepting our Quotation.
5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with **NABARD** as per the format mentioned by Bank.
6. I/We understand that minimum wages will be required to be paid as per the terms and conditions stipulated by the Regional Labour Commissioner, Mumbai as notified by the Central Government of India from time to time. In addition, I/We also understand that all statutory payments like PF / ESI / Bonus/ Gratuity / EDLI / Admn. Charges, etc. also need to be paid as prescribed under various statutes, by me/us.
7. I/We have valid registration in respect of Employees Provident Fund/Employees State Insurance/GST etc. Copies of the required documents mentioned in the tender notice are enclosed herewith.
8. Should this tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

Place

Signature

Date

Seal

3. PRE-QUALIFICATION CRITERIA

1. **Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:**

Only firms/agencies/companies on the **Approved current vendor list of Maharashtra Fire Services** and having minimum (5) years' experience in undertaking work/services of similar nature and have provided similar services to central Government departments/agencies/PSUs may apply for the work. Also only those firms/agency/company who fulfil the following prequalification criteria need to Participate in tendering process. (For processing of Part I of the Tender. Documentary evidence to be submitted in Part I of Tender Enquiry).

- a) The Agency should have an average turnover of ₹50 lakh and above during the last three years.
- b) The agency should have a Certificate of Registration with Registrar of Companies/Registrar of Firms.
- c) The agency should have latest Audited Balance Sheet for the last 3 years with income tax return.
- d) The agency should have latest Certificate from **ESI** Corporation.
- e) The agency should have latest Certificate from **EPF** Organization.
- f) The agency should be registered with Govt. under Contract Labour Act.
- g) The agency should have registered with appropriate authority for Service Tax.
- h) The agency should have latest documents ensuring compliance with the **Minimum Wages Act**.
- i) The agency should have Permanent Account Number.
- j) The agency should have all the necessary legal/statutory approvals to conduct fire Services business in Mumbai.
- k) The agency should have a proper office at Mumbai with adequate manpower to take care of replacements/relievers.
- l) The agency should note that it shall be responsible for entire risk coverage of the Fire -men detailed for the duration of such detailment with NABARD, Head Office, Mumbai.
- m) The replacement/relievers in case of leave/exigency should be having similar qualifications and experience.
- n) The Fire-men must be physically fit to discharge his duties

4- Tender Terms and Conditions

1. **Requirement of Firemen and Technicians-** That the total number of manpower required at Head Office NABARD is **07 Firemen and 02 Technicians** (Two Firemen per shift for three shifts and Additional Fireman for General Shift/ reliever and two technicians in the general shift. The agency will be responsible for providing reliefs for these people on account of leave etc. The agency will provide **02** technicians during day time and **02** firemen in each shift i.e. 0700 hrs to 1500 hrs and from 1500h to 2300 hrs and 2300 hrs to 0700 hrs. The technicians will be on general shift from 0900 hrs to 1700 hrs. One reliever/reserve will be deployed by Fire Officer as per requirement.

2. **Period of Contract-** The initial Contract period will be for **02 (Two) years** with effect from **01 Dec 2021**. Also, the contract may be extended at the discretion of **NABARD**, with mutual consent of both the parties beyond the initial contractual period.

3- **General Terms of Contract-** That the applying agency should be reputed & experienced, engaged in the business of providing firefighting services, and shall be required to provide trained Firemen at **NABARD**, Head Office premises located at Mumbai.

4- **Termination/ Extension of Contract-** During the period of agreement, the contract may be terminated by Bank, by giving one month's notice. Also, the contract may be extended at the discretion of NABARD with mutual consent of both the parties beyond the initial contractual period.

5. **Qualification And Experience for Firemen and technicians** - The firemen should have completed Basic fire-fighting course recognized by the Maharashtra Fire service, while the technicians should have a minimum of 5 years' experience in the maintenance of fire-fighting equipment. They should also have adequate experience in Fire Safety and Security measures including First Aid, emergency responses and firefighting operations. The Fireman, Technician must be physically fit to discharge his duties.

6. **Duties and prerequisite of Firemen, Technician.** Trained firemen and Technician will be deployed in shifts and will perform the following duties:-

- (a) Man the Fire Control Room round the clock.
- (b) Check and maintain all fire equipment for serviceability at laid down periodicity.
- (c) Supervise the work done under AMC of all firefighting equipment.
- (d) Conduct periodic training of staff on firefighting.
- (e) Fight fire and assist fire brigade as and when they arrive.

- (f) Under instruction from Security Officer/Fire officer, carry out activity as directed which may include but not limited to evacuation/assistance to injured / clearance of debris etc.
- (g) Conduct regular firefighting drills.
- (h) Function under Security Officer/Fire officer on all aspects of work and administration.
- (i) Assist in fire audit as and when carried out and Stay updated on latest firefighting techniques and equipment.
- (j) All fire men will report for duty ten minutes before their duty start time and will be well turned out.
- (k) After briefing by the shift senior firemen, they will clear doubts if any on the instructions passed on the day.
- (l) The fire men will ensure that they remain more mobile during their duty time & avoid sitting at hidden places.
- (m) While on duty, the firemen will maintain a polite but firm behavior with the employees & contract labor.
- (n) In case of any doubt the fire man will not keep it to himself but will immediately seek help from other firemen, Security Officer or Fire officer.
- (o) The Fire Man shall be duly trained in Fire safety operations. They should be trained on operations of various fire extinguishers installed in the office premises. The firemen will ensure the operation of water pump at the fixed hours in the office.
- (p) Any other duties assigned by the superiors from time to time.

7. **Maintenance of Equipment** - The agency will be responsible for the maintenance and upkeep of all firefighting equipment provided at Head Office and the residential colonies including all fire extinguishers and fire hydrant systems wherever provided. **It will maintain all the pumps and single hydrants and hose reels every 3 months. The agency will maintain delivery hoses by passing water and maintain lugs.**

8. The persons deployed by the agency for the services mentioned above, shall be the employees of the agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the agency and in no case, shall a relationship of employer and employee between the said persons and **NABARD**, Mumbai shall accrue/arise implicitly or explicitly. It will be the responsibility of the agency to ensure that no liability on this count should come on **NABARD**, Mumbai in respect of workers deployed by him.

9. Execution Schedule and Penalty for Delay in Execution. The agency will be required to deploy the Firemen **within 02 weeks of execution of the contract.** Any delay in execution of the contract beyond the specified schedule will attract penalty @ **0.5%** of the contract amount per week subject to a maximum of **10%** of the contract amount. In case the penalty amount exceeds 10% of the contract amount, the Bank may terminate the contract and in such an event, the agency shall be liable for risk and cost. On taking over the responsibility of work assigned, the agency shall formulate the mechanism for due assignment of work to its personnel in consultation with Chief General Manager, DPSP, NABARD, Mumbai or his nominee. Subsequently, the agency shall review the work assigned from time to time and advise the Bank for further streamlining their system. The agency shall further be bound by and carry out the directions/instructions given to it by Chief General Manager, DPSP, NABARD, Mumbai or the officer designated by him in this respect from time to time.

10. That in case any of the persons so deployed by the Agency does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any riots or disorderly conduct, the Agency shall immediately withdraw and take suitable action against such persons on the report of the Chief General Manager, **DPSP**, NABARD, Mumbai or the officer designated by him in this respect. Further, the Agency shall immediately replace the particular person so deployed on the demand of Bank in case any of the aforesaid acts on the part of the said person.

11. That the agency shall duly check the antecedents and credentials of the personnel deployed by it. The Agency shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the Agency deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.

12. That the Agency shall be liable for the payment of wages and all other dues which they are entitled to receive under various labour laws/ acts and other statutory provisions.

13. That the Agency shall at its own cost take necessary insurance cover in respect of the aforesaid services rendered to Chief General Manager, DPSP, NABARD, Mumbai and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The Agency shall indemnify the Bank against all claims which may be made upon the employer whether under the aforesaid statutes or any other statute in force during the currency of this contract.

14. The Agency shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep NABARD, Mumbai indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Agency's failure to fulfil any of the obligations here under and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, NABARD, Mumbai shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payment and PBG.

15. In the event of the Agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the **NABARD**, Mumbai, a sum as may be claimed by NABARD, Mumbai.

16. That the Agency shall take all reasonable precautions to prevent any riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NABARD, Mumbai. The Agency shall keep the NABARD, Mumbai indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case NABARD, Mumbai is made party and is supposed to contest the case, NABARD, Mumbai will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the Agency to NABARD, Mumbai on demand. Further the Agency shall ensure that no financial or any other loss / liability comes on NABARD, Mumbai in this respect of any nature whatsoever and shall keep NABARD, Mumbai indemnified in this respect.

17. **Provision of Uniform-** That the Agency shall provide **two pairs of uniform per year** at his own cost to the persons deployed for this work and shall include Shirt (Shirt/Jacket-inscribed as **FIRE SAFETY** at the back), leather shoes, shoulder Band, Socks, Lanyard with whistle, Jersey for winter, Rain coat/umbrella for rainy season and loaded torches at all the posts. NABARD, Mumbai shall have no liability whatsoever on this account. The uniform shall be approved by Chief General Manager, DPSP, NABARD, Mumbai or his representative.

18. That the fire personnel deployed so shall remain under the control and supervision of the agency and in no case, shall a relationship of employer and employee between the said fire personnel and NABARD, Mumbai shall accrue/arise implicitly or explicitly. It will be the responsibility of the agency to ensure that no liability on this account should come on NABARD, Mumbai in respect of fire personnel so deployed.

19. **Terms of Payment.** Bank will pay the agreed amount on performance basis, inclusive of all taxes on the basis of monthly bills submitted by the agency. No other charges of any kind shall be payable. The agency should ensure that wages & allowances paid to firemen are in compliance with Central Government wage regulation. **Proof of paying minimum wages paid to the firemen should be submitted by the agency to NABARD.** The percentage of wage increase will be given as per percentage revision of wages by the Central Government.

20. **Payment of Wages** - That the Agency shall only make the payment of wages, etc. to the persons **online or through cheque** and shall on demand furnish copies of wage register/muster roll, etc. to the NABARD, Mumbai before the 3rd of succeeding month for which bill has been raised for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, with regard to the duties of **NABARD**, Mumbai in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Agency shall comply with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

21. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by CGM, DPSP, NABARD, Mumbai or his nominee.

22. That the Agency has to deposit the ESI & EPF contribution locally in Mumbai only and has to ensure that **all his employees are given ESI Card and EPF Card immediately.** That the Agency shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at NABARD, Mumbai in their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount towards **ESI & EPF** contribution will be withheld till submission of required documents.

23. The Agency shall report to the Security Officer/Fire officer of the NABARD, Mumbai and will comply with the instructions issued by him from time to time.

24. The Agency will raise monthly invoice on **NABARD**, Mumbai latest by 3rd of the succeeding month. **NABARD**, Mumbai will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the Agency.

25. Confidentiality Clause- The terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Further representative of the agency shall not indulge to a third party any kind of information regarding the Bank which they may acquire during the course of their association with the Bank. In the event of any such incident coming to the notice of the Bank, the Bank reserves the right to terminate the contract without giving any notice in this regard. Any disclosure of information as mentioned above shall be deemed to be material breach of this Agreement and will lead to cancellation of the contract.

26. That all precautions will be taken by the Agency towards the safety of its employees deployed at *NABARD*, Mumbai and it will be the sole responsibility of the Agency towards any untoward incident i.e. compensation etc, to its employees.

27. JURISDICTION: This agreement is subject to Mumbai jurisdiction. Any dispute whatsoever arising on any matter shall be settled within Mumbai jurisdiction only.

28. Performance Bank Guarantee (PBG). The successful tenderer shall deposit PBG @ **2 % of the contract amount** in favour of “**NABARD**”, Mumbai, within 30 days of the award of contract. The PBG shall be valid for a period of 60 days beyond the date of termination of contract. **No interest will be paid on it.** The bidder shall execute an agreement with the Bank on stamp paper within a week of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The **PBG** deposited by the agency shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the agency and / or loss/ damage if any sustained by **NABARD**, Mumbai on account of failure or negligence of the workers deployed by him or in the event of breach of the terms and conditions of the agreement.

Place:

Date:

Authorised SignatoryName

05. Article of Agreement (On Rs. 200/Stamp paper)

Articles of agreement made on theof. 2021 between the National Bank for Agriculture and Rural Development, a body constituted by the NABARD Act 1981 and having its Head Office at C- 24. G Block, Bandra-Kurla Complex, Bandra (E) Mumbai -400051 (hereinafter called the 'NABARD') which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and M/s (Herein after called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

Where as The NABARD is desirous of getting executed the Contract of "Providing of firemen for the operation and maintenance of fire-fighting equipment at NABARD Head Office, BKC, Bandra East, Mumbai -400051 and maintenance of fire-fighting equipment at the residential colonies.

The Contractor has agreed to execute the said Contract i.e., Providing of firemen for the operation and maintenance of fire-fighting equipment at NABARD Head Office, BKC, Bandra East, Mumbai -400051 and maintenance of fire-fighting equipment at the residential colonies subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, Notice inviting tender, form of tender, pre-qualification criteria, general instructions and special conditions of the contract the Schedule of Providing of services and Bidders Schedule of services, all of which are hereinafter collectively referred to as '**the said conditions**', strictly in accordance with the said Contract annexed hereto and the conditions referred to above at or for the respective rates set out in the Bidders Schedule of Services annexed hereto, amounting to the sum as hereunder arrived at or such other sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

- 1.** In consideration of the said Contract Amount to be paid by the NABARD to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work/services shown in the said Contract and described in the said Specifications and Schedule of services.
- 2.** The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.
- 3. Tender documents containing NIT, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Services** with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.

4. This Contract is neither a fixed lump sum Contract nor an item rate Contract, but is a Contract to provide services to be paid for according to actual services provided and rates contained in the Schedule of Services and probable quantities provided in the said Conditions.

5. The NABARD reserves to itself the right of altering the nature of the work/services by adding to, reducing or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

6. The Contractor should have experienced and competent staff which will enable them to ensure proper quality check on the Contracted services.

7. If the Contractor has any doubt about the work/services of the contract, it shall be the duty of the Contractor to report the matter in writing forthwith to the NABARD and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractor will abide by the direction of the NABARD.

8. The Contractor covenants and warrants that Services which are required to be provided will be in conformity with the terms and conditions of Contract.

9. All payments by the NABARD under this contract will be made at Mumbai by e- payment only.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only court at Mumbai shall have jurisdiction to determine the same.

11. This agreement shall be signed in duplicate; the original document shall be kept in the custody of the NABARD and the duplicate with Contractor. Stamp duty shall be borne by the Contractor.

IN WITNESS WHEREOF the NABARD has set its hand hereunto through its duly authorized official and the contractor has caused these presents under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.
As witness our hands are affixed this day of 2021.

Signed and sealed by the said NABARD in the presence of Witness

No. 1.....

Witness No. 2.....

Signed and Sealed by the said

.....

..... Contractor in the presence of

Witness No.1.....

Witness NO. 2.....

o6. Performa for electronic payment

Details of Bank Account to be furnished by the contractor/service provider for effecting the payment through ECS (e-payment).

Name and address of contractor/service provider with phone Nos:

Sr. No.	Details required	Information to be furnished
1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the branch	
4	Account number	
5	RTGS/NEFT/IFS code	
6	PAN No.	
7	GST No.	

Please attach a photocopy of one cancelled check leaf of the above Bank account and the copy of PAN Card.

07. Performa Technical Bid to be submitted by vendor

ANNEXTURE B

Ser No	Requirements	Particulars /Firm's Reply (Yes/NO)	Remarks
1	Applying firm should be in this business for at least 5 Years. Documentary proof in support to be enclosed. Must have an office in Mumbai, with telephone & fax and manned during the office hours. Details to be provided.		
2	Applying firm should have a Certificate of Registration with Registrar of companies/Registrar of Firms. Documentary proof in support To be enclosed.		
3	Applying firm should have PAN/ TIN No. and latest Income Tax Return. Mention details & Documentary proof in support To be enclosed.		
4	Applying firm should submit Latest Audited balance sheet and Solvency certificate.		
5	Applying firm should have Effective infrastructure / provisions for training of the Firemen. Documentary proof in support To be enclosed.		
6	Applying firm should have Credible Supervisory Infrastructure and network. Documentary proof in support To be enclosed.		
7	Applying firm should have latest Certificate from Employees state Insurance corporation (ESI). Documentary proof in support To be enclosed.		

8	Applying firm should have latest Certificate from EPF Organization. Documentary proof in support To be enclosed.		
9	Applying firm should be Registered with appropriate Authority for Goods and service. Tax (GST). Documentary proof in support To be enclosed.		
10	Applying firm should comply with all requirements of contract Labour ACT and other applicable Laws. Documentary proof in support To be enclosed.		
11	Applying firm should have documents Proving compliance of minimum Wages Act 1948 and other Applicable labour laws and rules.		
12	Applying firm should have Experience of working with public Sector units, MNCs or other Reputed firms during the preceding Three years. Documentary proof in support To be enclosed.		
13	Applying firm should have all the Necessary legal/statutory Approvals to conduct fire safety Business in Mumbai.		
14	Applying firm should have local As well as national presence in Operations. Documentary proof in support To be enclosed.		
15	Applying firm should note that the Agency shall be responsible for entire risk coverage of fireman for the duration of such services with NABARD.		
16	Applying firm is to ensure that The replacement / reliever in case of leave/exigency should be having similar qualifications.		

17	The technicians deployed must have experience of minimum 5 years in the Maintenance of fire-fighting Equipment.		
18	The fireman must have Undergone basic course in Firefighting of minimum 03 Month's duration from Government/Government. Recognized institute after Matriculation/10 th standard.		
19	The fireman should have Adequate (minimum 1 year) Experience of working in the Same capacity in organizations of Repute.		
20	Fireman deployed by the agency Should not be changed within One year of deployment unless Required in extreme cases.		

Signature and Seal of the Tenderer

Part – 2: Price Bid

(To be submitted in separate sealed envelope)

Price Bid: Tender for Providing Firemen on Contractual Basis for the Operation and Maintenance of Fire-Fighting Equipment at NABARD Head Office

In response to the above and in full agreement with the terms and conditions and the pre-qualification criteria as stipulated by you, I/we state as under:-

Commercial Bid

Ser. No	Description	Rates In ₹	Remarks
1	Minimum Wages + VDA for firemen (Watch and Ward Without Arms) per Day		
2	Column No 1 X 26 Days (ie. wages for Month)		
3	ESI @3.25% on Column (2) *		} *Refer Note Below
4	EPF @ 13.16 % on Column (2) (Employer's Contribution) *		
5	Bonus @ 8.33 % on Column (2) *		
6	leave wages @ 6.73 % on Column (2) *		
7	Administrative charges inclusive of Uniform. (The amount fixed during the tenure of contract)		Quote in Rupees only.
8	Total Amount (in ₹)		
9	Total Amount for 09 firemen and technicians= Column (08) X 09		
10	Total Amount in words		

*** - The above rates are as per Government of India Notification/ Order. The same will be reviewed as per Government Notification/ Order.**

(i) The above rates are inclusive of all statutory payments like, EPF/ESI/Bonus/Gratuity/EDLI/Administrative/relievers Charges etc. and also include service charges of the Bidder.

(ii) Uniform will be supplied by bidder at their own cost in accordance with the Terms and Conditions.

(iii) GST as applicable will be calculated (over and above) on Amount mentioned in column No 09.

