

# 'अग्निशमन कार्यों एवं उपकरणों के वार्षिक रखरखाव अनुबंध हेतु निविदा '



**Department of Premises, Security and Procurement, NABARD  
Jammu & Kashmir Regional Office, NABARD Tower, Rail  
Head Complex, Near Saraswati Dham Railway Road, Jammu -  
180012 [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org)**

निविदा जारी करने की तिथि	Date of commencement of issue tender	11.03.2024
बयाना राशि	Earnest Money Deposit	Rs. 72,659/-
प्री टेंडर मीटिंग	Pre tender meeting	NABARD, Jamm & Kashmir Regional Office, NABARD Tower, Rail Head Complex, Nnear Sarswati Dham, Railway Road, Jammu <b>18..03.2024 at 11.00 AM</b>
ई निविदा प्राप्ति के लिए अंतिम तिथि और समय	Last date and time for receipt of e-tender	26.03.2024 at 03.00 PM
प्री टेंडर इंटिग्रेटी पेक्ट प्राप्ति के लिए अंतिम तिथि एवं समय	Last date and time for receipt of pre-tender Integrity Pact (at GeM Portal)	26.03.2024 at 03.00 PM
तकनीकी बिड खोलने की तिथि और समय	Date and time of opening of tender bids.	26.03.2024 at 03.30 PM
वित्तीय बिड खोलने की तिथि और समय	Date and time of opening of tender bid	To be decided after opening of technical bid
ई निविदा डालने का वैबसाइट	Website for submission of E-tenderS	<a href="https://gem.gov.in/">https://gem.gov.in/</a>
ई निविदा प्रक्रिया के लिए संपर्क व्यक्ति	Contact person for e-tendering	Rajesh Kumar, Asstt.Gen.Manager NABARD land Line 0191 -2441035



## **Part I Technical Bid**

**NOTICE INVITING TENDER**

REF.NO.NB.JKRO.

/DPSP/2023-24

11.03.2024

महोदय/महोदया,

अग्रीशमन कार्यों एवं उपकरणों के वार्षिक रखरखाव अनुबंध

हेतु निविदा – 01-04-2024 से 31.03.2027

राष्ट्रीय कृषि ग्रामीण विकास बैंक (नाबार्ड) जम्मू व कश्मीर क्षेत्रीय कार्यालय, सुरक्षा सेवाओं (कार्यालय प्रांगण) के लिए पात्र निविदाकर्ता से दो भागों में निविदा आमंत्रित करता है! निविदा में उल्लिखित नियमों और शर्तों के अनुसार

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ई निविदा डालने का वैबसाइट	Website for submission of e-tender	<a href="https://gem.gov.in/">https://gem.gov.in/</a>
ई निविदा प्रक्रिया के लिए संपर्क व्यक्ति	Contact person for e-tendering	Rajesh Kumar, Asstt.Gen.Manager NABARD land Line 0191 -2441035

यह निविदा <https://gem.gov.in/> पर प्रस्तुत किया जाना है 1 निविदा फॉर्म नाबार्ड की वेबसाइट (<https://nabard.org>) से मुफ्त में डाउनलोड किया जा सकता है निविदा भाग!

(प्री क्वालिफिकेशन बिड) और भाग 11(फ़िनन्शियल बिड) GeM पोर्टल (<https://gem.gov.in>) पर ऑनलाइन प्रस्तुत करें! ऑनलाइन ई टेंडर के अतिरिक्त अतिरिक्त अन्य किसी भी रूप में यथा पेपर/ फैक्स/ई मेल/ पोस्ट के माध्यम से प्राप्त निविदा स्वीकार नहीं की जाएगी और अन्य किसी रूप से प्राप्त निविदा रद्द कर दी जाएगी

नाबार्ड के पास निविदा में उल्लिखित तारीखों को बदलने का अधिकार सुरक्षित है जो कि उपरोक्त वेबसाइट पर शुद्धीपत्र (Corrigendum) के रूप में प्रदर्शित किए जाएंगे कृपया ध्यान दें कि वांछित सभी जानकारी निविदाकर्ता द्वारा निर्दिष्ट स्वरूप में प्रदान करने की आवश्यकता है। निविदाकर्ता, निविदा की तैयारी और प्रस्तुत करने से संबंधित सभी लागतों को वहाँ करेगा। निविदा का परिणाम जो भी हो, किसी भी स्थिति में नाबार्ड किसी भी तरह के लागत के लिए जिम्मेदार या उत्तरदायी नहीं होगा GeM पोर्टल के अनुसार जिन निविदाकर्ता को (EMD) से छूट प्राप्त नहीं है उन्हें इस टेंडर डॉक्युमेंट को बताए गए टेंडर ऑफर के साथ रुपए 72,659/-की एरनेस्ट मनी नाबार्ड के निम्नलिखित खाते में जमा करनी होगी। ईएमडी के बिना प्राप्त प्रस्तावों को अस्वीकार कर दिया जाएगा !

Name of Account : National Bank for Agriculture and Rural Development

*Bank* : *NABARD*  
*Branch Name* : *Head Office, Mumbai*  
*Account No (VAN)* : *NABADMN17*  
*IFSC Code* : *NBRD0000002*

EMD जमा करने के उपरांत EMD के विवरण को [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org) पर भेजने का कष्ट करें!

इच्छुक निविदाकर्ता को, GeM पोर्टल पर निविदा डालने की अंतिम तिथि से पहले नाबार्ड जम्मू व कश्मीर क्षेत्रीय कार्यालय के साथ प्री कांट्रैक्ट एंटीग्रेटी पेक्ट (राज्य के संबंधित स्टॉप एक्ट के अनुसार) निष्पादित करके GeM पोर्टल

पर अनिवार्य रूप से अपलोड करनी होगी। ऐसा न करने पर वे निविदा डालने के लिए पात्र नहीं होंगे तथा निविदा को खारिज कर दिया जाएगा।

निविदा प्रस्ताव प्रस्तुत करने के लिए विनिर्देश ( specifications) नियम और शर्त ( Terms & Conditions ) कार्य का दायरा (Scope of work) और प्रोफॉर्मा आदि निविदा दस्तावेज़ और उसके परिशिष्ट/विवरण में वर्णित हैं। 1 निविदा प्रस्ताव को उन निविदाकरों या उनके प्रतिनिधि की उपस्थिति में खोला जाएगा जो उपर्युक्त निविदा पर निविदा खोलने के लिए उपस्थित होना चाहते हैं !

**भवदीय**

**(राजेश कुमार)**

**सहायक महाप्रबंधक**

1. Annexure I : General Instruction to the tenderer
2. Annexure I (A) : Letter from tenderer
3. Annexure II : Basic information
4. Annexure III : Scope of work
5. Annexure IV : General terms and conditions
6. Annexure V : Format for agreement
7. Annexure VI : Instructions for filling the price bid
8. Annexure A : Price bid
9. Annexure VII : Maintenance Schedule
10. Annexure VIII : Pre-Contract Integrity Pact
11. Annexure IX : List of Firefighting Equipment installed in Jammu & Kashmir Regional Office Building

## Annexure I

### **1. General Instruction to the Tenderer**

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

### **2. The bid should contain the following:**

1. 07 Yrs. In PSU, Govt & State Experience
2. NEFT Receipt for EMD (if applicable)
3. Experience certificates (Work order and Completion certificates)
4. Bank details
5. Balance sheet for the last 3 years i.e. 2020-21, 2021-22 and 2022-23
6. PAN,GST
7. Indemnity bond
8. Tender document duly signed by the tenderer in each page and sealed
9. Pre-Contract Integrity Pact

### **3. Selection of Bidder**

- Bidder has to qualify in Technical Bid.
- Selection will be based on Grand Total quoted at the price bid by the bidder.
- a. The bidder should have experience of Fire Fighting works (including installation and maintenance) during the last 7 years. The annual turnover of the bidder during each of the last 3 years should be at least 30% of the estimated cost of tender.**

The Contractor should have done at least:

- i) Three similar works valuing not less than. Rs 14.53 lakhs or
- ii) Two similar works valuing not less than Rs 18.16 Lakh; or
- iii) One similar work valuing not less than Rs 29.06.
- iv) The tenderers should have Annual Turnover of **Rs. 10.89** each year during the last three years ending 31 March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts

- b. The tenderer shall deposit Earnest Money Deposit (EMD) Calculated as: 2% of the estimated cost of procurement i.e. Rs 72,659/- through online remittance in our Current Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of**



unsuccessful bidders would be refunded after the award of work to the successful bidder. We request you to give us a copy of the acknowledgement regarding your crediting our Account along with tender document failing which the tender will not be considered for acceptance.

**Name of Account: National Bank for Agriculture and Rural Development Bank (NABARD)**

**Branch Name: Head Office, Mumbai**

**Account No (VAN): NABADMN17**

**IFSC Code: NBRD0000002**

After depositing the EMD amount, the tenderer is advised to send an **email to [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org)** with the details of the transaction.

4. After depositing the EMD amount, the tenderers are advised to send an email to [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org) with the details of the transaction. **Tender without EMD shall be rejected.** However, MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with A Central Procurement Organisations or empanelled with NABARD itself are exempt from submitting the EMD, a copy of the registration certificate needs to be uploaded in the Technical Bid.
5. The Tender / Quotation shall be submitted on GeM portal as PART-I (Pre-qualification Bid) and PART-II (Financial Bid).
6. Bids submitted in hard copy shall not be entertained.
  - a. **Contractors compulsorily should have their Main office/ Registered Office/ Principal Place of Business within the city limits of Jammu, failing which the tender will be summarily rejected.**
  - b. The EMD of the Contractor selected for award of the **Comprehensive Annual Maintenance Contract will be retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest. The successful bidder has to deposit an amount @5% of the yearly tender amount as RMD, in such case the EMD amount already deposited will be adjusted.**
  - c. **NABARD reserves the right to divide and distribute the work to more than one Contractor at its sole discretion.** The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also the following points:
7. The Contract period will be one year from the date of the contract subject to annual review and renewal on satisfactory performance each year.
8. However, the NABARD J&K RO reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.
  - a. Validity of offer should be 90 days from the last date for receipt of quotation.
  - b. **NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1)**

**or any tender.**

- c. Tenders containing tenderer's own conditions are liable to be rejected.
- d. Basic information is as indicated in the Annexure II
- e. Scope of work is as indicated in Annexure III
- f. General Terms & Conditions are indicated in Annexure IV.
- g. Format of Form of Agreement & Indemnity Bond as indicated in Annexure V.
- h. Instructions for filling the Price bid as indicated in Annexure VI.
- i. Maintenance Schedule is at Annexure VII.
- j. The rates may be quoted in the Price BID.

9 In case of receipt of 2 or more L1 quotes in these conditions, once again, the award of work will be decided on the basis of superiority of the vendor based on parameter matrix by NABARD which is as under:

Sr. No.	Description	Score
1	Legal Structure	20
	Private limited/Public Limited	20
	Partnership	15
	Proprietorship	10
2	Work experience in the relevant field of work	10
	>20 years	10
	20 >= 10 years	5
	10 > = 5 years	2
3	Average Turnover during the last 3 years ending 31.03.2023 (depending on estimated cost)	10
	20 > 15 lakhs	10
	15 >= 10 lakhs	5
	10 >= 8 lakhs	2
4	No. of works in Public/Private institutions handled in India in last 7 years	5
	>20	5
	20 >= 10	3
	10 >= 5	1
5	Quantum of area of the building/work performed for the last 7 years (area in Sq. ft.)	5
	>50,000	5
	50,000 >= 25,000	3
	25,000 >= 10,000	1
6	Additional factors, if any, based on works executed in the past	5
	<b>Total marks</b>	<b>55 (Max)</b>

Decision of NABARD in this regard will be final and binding to all.

**Annexure I (A)**

**Letter from the tenderer**

Place: -

Date: -

The Chief General Manager  
National Bank for Agriculture and Rural Development  
NABARD Tower, Rail Head Complex, Near Saraswati  
Dham Railway Road, Jammu - 180012

Dear Sir,

**Annual Maintenance Contract for Comprehensive Annual Maintenance Contract For Fire Fighting System including sensors and providing of Firemen in three shifts at NABARD Jammu, NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu** for a period of one year from date of Agreement.

I/We have read and understood the notice-inviting tender and contents in the tender document such as eligibility criteria of applicants, Instructions to the applicants, Services to be rendered, Terms and Conditions of the contract etc. I/We do hereby declare that the information furnished by me/us in the tender documents is correct to the best of my knowledge and belief.

Name of the partner/owner of the firm authorized to sign:

OR

Name or person having power of Attorney to sign the contract:

Seal and Sign of the Tenderer

## Annexure II

### Basic information

<b>A. Technical Information</b>		
1.	Name of the applicant organization/ vendor/ supplier/ service providers	
2.	Address for communication and contact details	
3.	Telephone number (landline) Telephone number (mobile)	
4.	E mail ID	
5.	Type of the organization (whether sole proprietorship, partnership, private limited or limited company or cooperative society, etc.)	
6.	Name of the proprietor/partners or directors in the organization	
7.	Details of Registration — (whether partnership Contractor/ company/ society, etc.) Registering Authority, Date, Registration No., etc., mentioning the business/activity of the Contractor (A copy to be enclosed)	
8.	Whether empaneled with Government/Semi Government/ Municipal Authorities or any PSU for Fire Fighting service if so, give the details of the same and nature of contract (copy to be enclosed)	
9.	Number of years of experience in the field/ trade. A list of important assignments may be indicated for the same along with supporting documents (copy of proof of completion/work order) <b>Minimum 7 years of experience as on 31/03/2023</b>	____ Years (as on 31/03/2023)
10.	Have you in the past carried out any works for NABARD? If yes, give details the same along with supporting documents (copy of proof of completion/work order) <b>Minimum 7 years of experience as on 31/03/2023</b>	
11.	Address of Jammu Office through which the proposed work will be handled. The name, designation and contact details of the officer in charge.	

<b>B. Financial Information</b>		
1.	Permanent Account Number (PAN) of the proprietor/ partnership Contractor/ private limited company/ limited company/ cooperative society (Copy of PAN to be attached)	
2.	GST No. (enclose copies of relevant documents)	

3.	Balance sheet and profit & loss statement for the previous three years, duly certified by a practicing Chartered Accountant in support of Average Annual Turnover OR Banker's Solvency Certificate in proof of having adequate financial standing.	
4.	Annual turnover during the last three years	2020-21 (Rs .....) 2021-22 (Rs.....) 2022-23 (Rs .....)
5.	Indicate if involved in any litigation at present in similar type of contracts	
6.	Any civil suit arisen in the contracts of works executed, if any, please give brief details	
7.	Number of supplementary sheets attached	

**Place:**

**Date:**

**Signature of the Applicant**

**Details of the Bank's Account**

<b>1</b>	Name of the Vendor / Contractor/ Firm	
<b>2</b>	Name of the Account Holder	
<b>3</b>	Registered Address of the Vendor / Contractor/ Firm	
<b>4</b>	Name of the Bank's branch and Address	
<b>5</b>	Bank's Code and Branch's Code	
<b>6</b>	IFSC Code of the Bank's Branch	
<b>7</b>	Type of Account (Current / Saving/ Cash credit)	
<b>8</b>	Account Number	
<b>9</b>	PAN Number	
<b>10</b>	Other details, if any	

Note: A copy of cancelled cheque in respect of the above account which is operated by the vendor must be enclosed

**Place:**

**Date:**

**(Signature and Full Name of the authorized person with seal on behalf of Contractor/Agency/Contractor)**

### **Annexure III**

#### **Scope of work**

#### **Comprehensive Annual Maintenance Contract for Fire Fighting System**

#### **Scope of work / Terms and Conditions**

##### **1. WORK DETAILS**

The tender is for Comprehensive Annual Maintenance Contract for Fire Fighting System of **NABARD J&K RO** and providing three firemen with 8 hours duty, .i.e. one fire man in each shift of 8 hours for 24 hours duty in all days of the week for a period of 3 years.

The successful tenderer shall be looking after and providing services for the Comprehensive Annual Maintenance Contract of firefighting system at our Regional Office situated at NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu - 180012. In case of an emergency, the fire personnel will have to perform duties to extinguish fire and contain flooding until external help arrives from Fire fighters and also as per the existing / proposed fire evacuation plans.

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

##### **2. Equipment's / systems covered under the scope of work**

Complete firefighting and fire protection exercise, Fire Suppression System, fire extinguishing Systems (Portable and Fixed) and fire alarm system (including all pumps, hydrants, hose reels involved in firefighting and supporting pumps in the system (Annexure IX) 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 contractor is advised to inspect the system before quoting the rate for tender.**

##### **3. BUILDING DETAILS**

(a) No. of Floors : B+G+5

(b) Fire Protection System : Hydrant system (including Pumps), Fire alarm system, Fire sensors, Portable and Fixed extinguishers including Fixed CO2 suppression system (Details are in Annexure IX)

##### **4. MANPOWER DEPLOYMENT FOR THE PURPOSE OF THE CONTRACT**

The successful tenderer shall deploy three qualified fireman with Fire Fighting qualification with 8 hours duty in three shifts for all days of the week. The manpower for the purpose of this contract shall be deployed on our duty without break in all days of the week.

- 4.1 The manpower deployed should be well conversant with firefighting, fire alarm system, fire extinguishing system, fire hydrant system and should have previous experience for such type of job. Further, the persons deployed by the contractor should have proper knowledge of the Fire Fighting system layout of water pumping, water flows, fire protection system, fire alarm system, fire extinguishing system, fire hydrant system. 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's etc. Successful contractor should be able to monitor the system, detect and locate the faults in a logical way and rectify / repair the fault without loss of time.
- 4.2 **In case, NABARD J&K RO feels that any or all the persons deployed at NABARD J&K RO are not suitable for carrying out the job then the same is to be replaced immediately.** In case the person deployed is on leave, a suitable replacement shall be given without any extra cost. In case no suitable replacement is provided the deduction will be made from the payment to the successful tenderer as per details given in the payment terms mentioned in this scope of work / terms and conditions. In case of frequent absenteeism / change of manpower, the successful tenderer will be warned once and later on the contract will be liable for termination by giving one month's notice.
- 4.3 The persons deployed shall be well aware of the hazards of fire, 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.
- 4.4 Contractor has to be extremely careful in carrying out any other work such as refilling of cylinders etc. Contractor has to coordinate and supervise the preventive / breakdown and any other work being carried out for fire-fighting system by any other agency and keep the record and follow- up for the same. In case of breakdown or malfunctioning of any of the system equipment, the matter is to be immediately conveyed to NABARD J&K RO and corrective action / work has to be carried out as advised. The manpower deployed should follow the laid down procedure step by step for trouble free operation.
- 4.5 The manpower deployed should go around the system installations while-on duty, observe for any abnormality in the running / working of live as well as stand still equipment, note it and subsequently rectify the same. However in case of fire / smoke is visible from any equipment or any cable joint / termination, the person deployed shall first isolate the circuit and if required use appropriate fire extinguisher to stop / quench the fire and inform the officer-in charge of the NABARD J&K RO.
- 4.6 The person deployed should follow the instructions given by the designated officials of NABARD J&K RO. Contractor has to carry out any other work assigned by officer-in-charge of NABARD J&K RO.



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

4.8 **RECORDS:** Successful tenderer shall keep daily record of installed equipment's, inventory/ materials and housekeeping of items, equipment's and store. Successful tenderer shall ensure that daily log report of all the works/ jobs are carried out and the performance / inspection reports by the persons deployed for the purpose of this contract is maintained at office premises of the NABARD J&K RO. This daily log report should be checked and countersigned by the successful tenderer on a monthly basis and produced before the officer-in-charge of the NABARD J&K RO, 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 be submitted to the NABARD J&K RO.

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

Successful tenderer shall make available at site all necessary 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 / emergency at no additional charge. Indicative list of mandatory equipment/ tools are- **i.** Line tester one each for one person deployed, **ii.** Pliers of required size and types, **iii.** Hammer one no., **iv.** Screw Driver set, **v.** Spanner-set, **vi.** Pipe Wrench, **vii.** Safety equipment's as per the requirements, **viii.** Fireproof Rope- 50 meter.

**5.1** NABARD J&K RO will provide the following in respect of this contract:

- (a) Water and electricity for carrying out activities for this contract, however indiscriminate use of the same will not be allowed.
- (b) Chair and table for the use by persons deployed under this contract any place inside the building / basement as deemed suitable. The same may be changed by NABARD J&K RO as per their convenience.

**5.2** Scope of work will also include the following:

- i. Pipe welding/ pipe replacement on need basis.
- ii. Providing recommendation for refilling and certifying of fire extinguishers annually /periodically as per applicable BIS standards, or used during the demonstration of training. The refilling exercise shall be approved by NABARD J&K RO. The vendor shall submit the technical report along with tentative budget for refilling of cylinders. NABARD J&K RO, on receipt and perusal of technical report, may approve for refilling exercise. NABARD J&K RO will incur the cost of refilling after submission of necessary certificates and relevant documents viz. Tax Invoice etc, after refilling exercise.
- iii. The major components & parts of electrical LT panels, motors and starters heat and smoke detectors, control panel, response indicators, hooters, manual call points, cables,

etc if required to be replaced shall be provided by the Contractor after submission of technical report necessitating the replacement and approval for replacement accorded by NABARD J&K RO. NABARD J&K RO will reimburse the cost of procurement to the Contractor on submission of Proper Tax Invoice, Warranty certificate, Tax Invoice of Original Equipment Manufacturer, as the case may be.

## Annexure IV

### General Terms and Conditions

- 1. Since at GeM portal, there is no option available to fill the cost for Manpower required by buyer, hence all the bidders are hereby advised to include the cost of three firemen manpower, as described in detail in price bid (Part-II) of this tender document, in the service charge to be quoted by them.**
- 2. NABARD J&K RO will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep the NABARD J&K RO indemnified against all losses of damages or liability arising out of or imposed in the course of employment of persons(s) by him.**
- 3. The successful tenderer shall make regular and full payment of wages, salaries, PF and any other payment due to his employee(s) and furnish necessary proof.**
- 4. If applicable, the successful tenderer shall obtain the necessary labor license from the Licensing Authority under the Contract labor (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of NABARD J&K RO whenever asked to do so.**
- 5. The successful tenderer shall comply with all acts, laws under Contract Labor (R&A) Act 1970 and EPF & EIS act, payments of wages act, minimum wages act or any other statutory rules regulations with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The successful tenderer shall keep the NABARD J&K RO 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.**
- 6. If at any time during the period of the contract, it is observed by the NABARD J&K RO or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the NABARD J&K RO or any terms of the contract are violated, the NABARD J&K RO reserves the right to terminate the contract by giving one month notice.**
- 7. It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty.**
- 8. In case of loss of the NABARD J&K RO's property due to the negligence or carelessness of the person(s) deployed by the successful tenderer he will be held responsible and shall make good the same.**
- 9. The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the NABARD J&K RO under the circumstances during / after expiry of the contract.**
- 10. The contractor shall indemnify NABARD J&K RO 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 labor laws being imposed on the contractor at any time, **the vendor shall bring it into the notice of NABARD immediately.**

- 11. The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.**
- 12.** 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.
- 13.** 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, display sign boards, DG set, electrical substation, interior and exterior sanitary contracts, etc.
- 14.** The Contractor 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 Contractor is inclusive of Employer's share of ESI & EPF contributions and no separate charges shall be payable by us on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF(counterfoils) & other documents such as registration number, photo card etc. As per requirements of Contract Labour (Regulation & Abolition) Act 1970, the payment of wages to the employees to be made by the contractor in presence of official of NABARD who will sign the payment register.
- 15.** 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.
- 16.** **The rate quoted for the said contract shall include the cost of manpower, cost of supervisor, cost of tools, parts and equipment's etc. as mentioned in the scope of work. The services should be provided on Sundays and holidays also, for which no extra payment will be made, and the vendor should provide qualified substitutes during the period of weekly holidays for the firemen. Detail is given in the price bid and may be quoted accordingly.**
- 17.** Contractor has to comply with all relevant statutory regulations and labour laws.
- 18. Payment:**
  - a) The Contractor should ensure payments to the workers as per latest minimum wages act and other statutory regulations on or before 7<sup>th</sup> of every month irrespective of fact that previous monthly bill is paid or not by the NABARD.**
  - b) The payment for deployment of manpower for up-keeping of the Firefighting equipment in the premise will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Caretaker/Asstt. Caretaker and Protocol and Security Officer.**

- c) **The Contractor may ensure payment of minimum wages as stipulated by Ministry of Labour, Govt. of India and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.**
- d) **Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.**
- e) **The bill should be accompanied with documents/ certificates indicating payment details like wages, PF, ESI etc. duly signed by the contractor. Payment to workers to be made through bank only and necessary documents like copy of e- passbooks are to be submitted by the contractors. The attendance sheet of workers shall be enclosed with the bill. Bills without these documents will not be accepted for payment and the contract may be liable to be terminated and EMD/RMD will be forfeited.**
- f) **Work slips will be issued for extra works and they are to be submitted on a consolidated basis as a single bill in a month for settlement.**

19. The Contractor shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.

20. Mobile phone number of the supervisor deputed may be intimated to us. The Contractor should provide uniforms of approved color and quality to the employees deployed for the job at NABARD and also safety shoes, at own cost.

21. The Contractor shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD during execution of works. The Contractor would be responsible for the safety of persons employed by the Contractor as also the safety of employees of NABARD.

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

23. NABARD shall not bear any responsibility in case of any accident to the Contractor's worker in the premises due to no fault of NABARD's working but merely due to negligence of the worker or lack of safety provided to them by contractor.

#### **24. Period and renewal of contract**

a) The Contract period will be for a period of three years i.e. 01.04.2024 to 31.03.2027. However the NABARD J&K RO reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

25. 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 NABARD J&K RO and take charge of complete system and inventory.

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

27. 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 themselves with the work and schematics of the Firefighting system at no extra cost to NABARD J&K RO. Also, the contractor will hand over the items covered in the scope of work in working order and the details of the inventory of NABARD J&K RO's Firefighting system to the incoming contractor.

**28. Resolving Disputes**

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

**29. Rates and Prices**

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

30. The NABARD J&K RO will be deducting the mandatory deductions i.e. taxes etc., from the payments due to the contractor.

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

**32. Penalty Clause**

- a. In case of absence of any person deployed for the purpose of this contract, if no suitable replacement is provided then deduction will be made from the payments to the successful tenderer.
- b. Non-attendance or non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the NABARD J&K RO to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of the officer of the NABARD J&K RO 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's 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 NABARD J&K RO.
- d. In the event of any accident/ damage etc. caused due to negligence of staff deployed, the contractor 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/ Contractor / Company's Name & Logo, embossed/embroidered on it.

**33. Arbitration**

In the event of any difference or dispute in connection with the agreement over the right and obligations of the parties, the decision of Chief General Manager, NABARD, Jammu & Kashmir Regional Office, NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu -180012, shall be final and binding upon the parties. The place of arbitration shall be Jammu. The relevant Indian laws shall be applicable to the arbitration.

**Declaration by the Contractor**

I have read and understood all the instructions/ 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 V Agreement

This agreement made at Jammu on this day of 2024 (in words) between the National Bank for Agriculture and Rural Development a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Regional Office at NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu – 180012 – , herein after referred to as " NABARD' (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) of the ONE PART and 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 Contractor' (which expression shall unless Repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD J&K RO is desirous of outsourcing the work of COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR Fire Fighting Work for Office Premises at NABARD, Jammu & Kashmir Regional Office, NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu – 180012. (Hereinafter referred to as the said premises)

AND WHEREAS the Contractor has offered to undertake the work as per the scope of work and details indicated in the special instructions AND WHEREAS the NABARD J&K RO in consideration of the conditions and covenants to be observed by the Contractor has agreed to permit the Contractor to carry out the Fire Fighting work hereinafter set out. Now, this agreement witness that it is mutually agreed by and between the parties:-

NABARD hereby awards the work of comprehensive annual maintenance contract for firefighting work in its office premises from .to Subject to annual review and renewal on satisfactory performance each year for a period of one year. The contract period may be extended further depending upon the discretion of the NABARD J&K RO. As compensation for the work, the Contractor shall be reimbursed an amount of (only) per month, Basic Rate plus taxes as applicable.

2. The compensation shall be payable to the Contractor by NABARD within 02 weeks from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of the NABARD J&K RO.
3. (a) The Contractor shall comply with the municipal and other laws, obtain license, permission as required under the contract labour laws and cover all the employees under his charge with all statutory requirements like minimum wages, PF, ESIC, etc. The Contractor shall indemnify and keep indemnified the NABARD J&K RO against any lapse on the Contractor's part in complying with these conditions or any other statutory requirements in connection with the firefighting work.
- (b) The quality of maintenance work shall be of good standard subject to the satisfaction of the Chief General Manager of the NABARD J&K RO
- (c) The Contractor shall keep, at a conspicuous place in the said premises a complaint/suggestion register in which complaints and suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief



General Manager or any other officers of the NABARD J&K RO so deputed by him. The Contractor shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the NABARD J&K RO remain closed on any Monday the same shall be submitted on the next working day immediately following that day. The Chief General Manager will take such action in respect of each complaint or suggestions as the case may be and the Contractor shall be obliged to take remedial / rectification measures as instructed by the Chief General Manager.

- (d) The Contractor shall ensure that no loss or damage is caused by an act or default on his part or his employees and agents to the NABARD J&K RO's furniture, fixture and fittings and other articles.
- (e) This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the Contractor.

If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the Contractor shall not be entitled to any compensation in the event of such termination. **However, in normal course the agreement can be terminated by the Contractor by giving three months' notice and by the NABARD J&K RO by giving one month's notice.** On the expiry or earlier termination of this agreement the Contractor shall remove himself and his employees/servants and agents from the premises and all articles belonging to him or his employees or agent.

- (f) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.
- (g) The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager holding, charge of Department of Premises Security and Procurement for the Jammu & Kashmir Regional Office at NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu – 180012 and shall include, in respect of any powers exercisable by him or NABARD under this agreement, any officers of the NABARD J&K RO designated by him in that behalf from time to time.
- (h) Annexure I, II, III, IV of the tender document giving terms and conditions of the contract shall form part of this agreement.
- (i) This agreement shall be executed in duplicate. The NABARD J&K RO shall retain the original and Contractor the duplicate. Stamp duty on original and duplicate shall be borne by the Contractor.

IN WITNESS WHERE OF the NABARD J&K RO has set its hands to these presents and a duplicate hereof through its authorised official and the Contractor 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

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

\_\_\_\_\_  
(Name and Designation)

In the presence of

- (i) \_\_\_\_\_  
(ii) \_\_\_\_\_

Signed and Delivered by Shri

-----  
-----

In the presence of

- (i) \_\_\_\_\_  
\_\_\_\_\_

Signature of the authorized signatory of the contractor / Tenderer Annexure I, II III, IV

**INDEMNITY BOND**

(On Rs. 200/- Stamp Paper)

KNOW all men by these presents that I, Shri..... of M/S ..... do hereby execute Indemnity Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-KurIa Complex, Bandra (E) Mumbai- 400051 and Regional Office at NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu – 180012 and M/S ..... having their office at..... on this ..... day of 2024.

WHEREAS NABARD have appointed M/s.....as the Contractor for their proposed work relating to **“Comprehensive Annual Maintenance Contract for firefighting work for Office premises- 2024-27”**.

THIS DEED WITNESS AS FOLLOWS:-

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

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

IN WITNESS WHEREOF THE M/S.....has set his/their hands on this .....day of 2024.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

- (1) .....
- (2) .....

Signature of the authorized signatory of the contractor / Tenderer

## **Part II PRICE BID**

**Annexure A: Price BID**

**SCHEDULE OF QUANTITIES**

**Comprehensive Annual Maintenance Contract for 2024-2027**

<b>1 Fire man for 26 Days</b>				
<b>Sl</b>	<b>Particulars</b>	<b>Remarks</b>	<b>Rates / Percentage</b>	<b>Amount per month (Rs.)</b>
a	Basic Wages plus VDA	For 26 days (as per latest Central govt. min. wages)	832	21,632.00
b	EPF @ 12% of Sl 1 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	12%	1,800.00
c	EDLI @ 0.5 % of Sl 1 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	0.5%	75.00
d	EPF Admin Charges @ 0.5 of Sl 1 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	0.5%	75.00
e	ESI @ 3.25% of Sl 1 (a)	The contributions are payable where the monthly wages are below Rs.21,000/- or revised from time to time.	3.25%	0
f	Sub Total			23,582.00
<b>2 Relieving charges for Fire man for 4 days</b>				
<b>Sl</b>	<b>Particulars</b>	<b>Remarks</b>	<b>Rates / Percentage</b>	<b>Amount per month (Rs.)</b>
a	Basic Wages plus VDA	For 4 days (as per latest Central govt. minimum wages)	832	3,328.00
b	EPF @ 12% of Sl 2 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	12%	399.36
c	EDLI @ 0.5 % of Sl 2 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	0.5%	16.64
d	EPF Admin Charges @ 0.5 of Sl 2 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	0.5%	16.64

e	ESI @ 3.25% of Sl 2 (a)	The contributions are payable where the monthly wages are below Rs.21,000/- or revised from time to time.	3.25%	108.16
f	Sub Total			3,868.5
I	<b>Total Wage per month for 01 fireman including Reliever Charges</b>	Sl 1 (f) + Sl 2 (f)		<b>27,450.8</b>
II	<b>Total Wage per month for 03 fireman including Reliever Charges</b>	Sl (I) X 3	<b>82,350.00</b>	
III	<b>Total Wage per year for 03 fireman including Reliever Charges</b>	Sl(II) X 12	<b>9,88,200.00</b>	
IV	Service Charge @ _____%	Percentage over Sl II		
V	<b>Total</b>			
VI	Cost of AMC of installed equipment per month			
VII	GST @ 18 %			
VII I	<b>Total Charges for providing Security Services per Month</b>			
IX	<b>Annual Contract Value</b>			

All figures shall be quoted/ calculated upto two decimal points and rounded off as necessary.

**\* If a contractor / firm quotes 'NIL' charges/consideration for providing manpower services over & above the minimum wages, the bid shall be treated as unresponsive and will not be considered.**

**Note 1: - Rates shall be quoted as "Total Cost per Fire man per Shift per Month"** as per Central Govt. Minimum Wage Act.

**Note 2: -** For all calculation, there shall be 30 working days in a 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 the format of this table.

**Note 4: -** Contractor is required to quote the service charge. Service charge is to be quoted upto two decimal points only. **The minimum service charge, as per the GeM guidelines, should be 3.85%.**

**Note 5: -** Sl. No. A, B, C, D, E, & F in the calculation sheet proposed shall be paid as per Central Govt. Acts/Notifications including amendments.

**Note 6:-** Sl. No. B, C & D are restricted to Rs. 15,000/- as per EPF Act.

**Note 7:-** Basic Wages plus VDA at Sl. No. A are as per Central Govt. Latest Minimum Wages Gazette Notification.

**Note 8:** Rates quoted would be applicable for the entire period i.e. up to contract period. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 9:- 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, overhead profits, TDS deductions, etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation at Sl. No. (J) in the calculation sheet.

**Note 10:- Selection will be based on the grand total quoted at the price bid by the bidders. If two or more bidders quote the same amount, the bid will be evaluated as per the system logic of GeM portal.**

**Note 11:-** VDA=Variable Dearness Allowance, ESI= Employees' State Insurance, EPF= Employees' Provident Fund, EDLI= Employees' Deposit Linked Insurance Scheme.

**Note 12: -** Conditional price bid will be rejected.

**Note 13: -** No other document shall be attached in the envelope of the price bid.

**Date:**

**Signature of the tenderer with seal**

**Place:**

## **Annexure VII**

### **Maintenance Schedule 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 / heat detectors, microprocessor based main control panel, Zone panels, MCP, RI (Remote Indicators), 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.
- 1.** Round the clock maintenance of fire extinguishers equipment/systems as described in the scope of the work such as portable fire extinguishers, Wet Riser System, Hydrant Systems & Fire Fighting Equipment, etc. job includes servicing of equipment/systems, testing of firefighting pump sets, etc.

### **2. Fire Extinguishers:**

- (a) Maintenance and refilling of various types of Fire Extinguishers owned by NABARD J&K RO installed at various locations at different floors in NABARD. The number may increase/ decrease from time to time.
- (b) The contract shall include minimum one general service initially and subsequent quarterly checking & submission of report to NABARD, J&K RO.

### **(c) Routine Services (Quarterly):**

- i. It includes general cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, repair/ replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers and submit report accordingly.
- ii. The AMC shall include repair or replacement of hose clips, hose nozzles, etc. and exclude painting of the fire extinguishers, chassis repair, etc.
- iii. All Extinguishers shall be numbered and inventory maintained as per our format and materials requiring replacement on quarterly basis.
- iv. All extinguishers and boxes/ fire buckets shall be cleaned.
- v. All extinguishers shall be pressure tested as per standard norms of extinguisher and water type extinguishers shall be refilled with potable water (tube well water shall not be allowed). The Cartridge of extinguishers shall be weighed and refilled if required.
- vi. All extinguishers shall be replaced / refilled within 7 days.

### **3. Hydrant System:**

- i. Each Pump should be tested for at least 60 seconds every week. Discharge of water should be from Hydrant or through a test line. Unnecessary sound and vibration should be noted and corrected.
- ii. Pump automation should be checked.



- iii. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.
- iv. Hydrant shall be tested with hose and branch pipe. The jet shall be operated for at least two minutes. Hose shall be dried before rolling.
- v. First Aid Hose Reels shall be tested by swinging it on its support and partly opening the hose and discharge of water for 60 seconds. Each Hose shall be tested. There shall be no leakage from MS piping or from clips holding rubber or even from rubber pipe. Hose pipe shall be rolled back uniformly, line by line.
- vi. First Aid Hose Reel shall be extended to full length and water discharged for 120 seconds. The pipe shall be rolled back uniformly, line by line.
- vii. Internal Hose Cabinet shutters (including glass) shall be cleaned. Dust and dirt within cabinet shall be removed.
- viii. Any line rupture affecting hydrants should be repaired within 12 hours. Others repairs should be carried out within 24 hours or reasonable time as per situation.
- ix. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
- x. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.
- xi. The contractor shall not dismantle and remove any items without the knowledge of NABARD, J&K RO. Dismantled items shall be the property of the NABARD.
- xii. Contractor will visit the site as and when called by NABARD, J&K RO. On his visit he should report about satisfactory working of all equipment's.
- xiii. The Contractor will be responsible not only for his own men and material but also for the security of the equipment/ materials of the NABARD. The cost of repair/replacement of equipment damage due to mishandling by the worker of the contractor will be deducted from the contractor's bill after loss assessment by NABARD, J&K RO. The assessment will be final and binding on the contractors.

xiii. **Daily Check:**

- a) **Testing of the Jockey Pump:** Test the jockey pump daily by opening the delivery valve/hose reel very slightly to allow the pressure to drop up to the preset level. Note the timing taken by the jockey pump to restore the pressure automatically by cutoff switch.
- b) **Main Pump:** The main pump shall be tested daily at least for 5 minutes. Release the system pressure by opening the hydrant valve partially. The jockey pump will come in operation. Open the valve fully when further drop in pressure which will allow the main pump to start automatically. Close the delivery outlet and allow the pump to run for 5 minutes every morning.
- c) Check the pump glands, packings, etc., and replace the damaged gland for packing whenever found damaged or worn out.

xiv. **Weekly Check:**

- a) Check bearings grease cut once a week and lubricate as needed.
- b) Cleaning of starter contacts every week.
- c) Check the insulation resistance of pump motor circuit every week.
- d) Check the engine fuel oil tank and ensure that this is of appropriate grade and quality. Check the quantity of fuel oil in the tank. This should be sufficient for 4 hour running

without replenishment. Check the sludge and sediment trap as provided in the auxiliary equipment list. Check the inspection and cleaning hole, check the battery/batteries required for starting of the engine and ensure that these are in satisfactory condition. Also check the battery charging arrangement by trickier charger. For every cold areas, space heating is necessary to keep the engine in reasonably warm condition for immediate starting. If so, ensure that the room heating arrangement is working satisfactory.

- e) Starting diesel engine once every week and run it for 10 min. The starting should be tested by switching off the current and allowing system pressure to drop upto the pre-set level for diesel engine. Interlock arrangement with power supply should be restored.
- f) Check alignment of pump motors, nuts, bolts, couplings, coupling guard, etc, once every week after the pump has run for continuous 15 min.

**xv. Monthly Check:**

a) The Contractor has to carry out monthly maintenance and submit detailed report as per NABARD format for all the equipment / installations mentioned above in the scope of work. It may please be noted that any major repairs or replacement of the equipment like smoke/heat detectors, Sprinklers, fire panels, telephone jacks, fire alarms etc. is included in the contract.

**b) Shifts Details:**

(i) The Contractor (in consultation with Banks Fire & Safety Officer) shall depute its experienced (minimum 03 years), technically qualified firemen (Fire & safety diploma holder minimum 06 months), 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.

(ii) Contractor 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 Contractor.

(iii) The Contractor 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 NABARD J&K RO's officials, as well as on demand.

## Annexure VIII

### Pre-Contract Integrity Pact

(To be executed on non-judicial stamp paper of Rs. 200.00)

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING SYSTEM including sensors and providing of Firemen in three shifts at NABARD Jammu, NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu - 180012 for a period of three years, i.e. 01.04.2024 to 31.03.2027**

and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person,

organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.1 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.2 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post - contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NABARD for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with NABARD.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of Companies Act 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any

country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 The tenderer shall deposit Earnest Money Deposit (EMD) of Rs.72,659/- ( Rupees seventy two thousand six hundred fifty nine only) by directly crediting the amount in our Current Account as per the details given below:-

**Name of Account: National Bank for Agriculture and Rural Development Bank: NABARD**

**Branch Name: Head Office, Mumbai Account No (VAN): NABADMN17  
IFSC Code: NBRD0000002**

- 5.2 The Earnest Money/Security Deposit in respect of unsuccessful bidders shall be returned within four weeks, only after the successful completion of the Bid Process.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/ Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with

interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash Earnest Money Deposit and Performance Bond/Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

6.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) forth is Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

The Independent External Monitor appointed for NABARD for Jammu & Kashmir Regional Office is **Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3 Sideshwar Sahi Cuttack City, Cuttack district Odisha 753 008.**

A 'complaint format' to be used by the bidder/ vendor and NABARD for lodging complaint to the IEM is enclosed.

## 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



## 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. Jammu).

## 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties here hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

**BUYER**

**BIDDER**

Name of the Officer Designation NABARD

Chief Executive Officer

Witnesses: 1

Witnesses: 1

Witnesses: 2

Witnesses: 2

**Format for complaint to Independent External Monitor (IEM)**

<b>Sr. No</b>	<b>Particulars</b>	
1.	Name of the RO/ TE	
2.	Name of Complainant/ Vendor	
3.	Address and Contact No.	
4.	Tender details:  a) Particulars:  b) Date of tender called for:  c) Last date of submission:  d) Date of opening tender:	
5.	Nature of complaint, in brief:	
6.	Supporting documents  enclosed/ evidence	
7.	Relief sought:	

Signature and Date

**Annexure IX**

**List of Firefighting Equipments installed at Jammu & Kashmir Regional Office, NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu - 180012**

Sr. No.	Description of Items	Parameter's
	<b>Fire Alarm &amp; Fire Fighting System:-</b>	
1	<b>Fire Alarm System (Make)</b>	GST
	A) Working Condition (Yes / No)	Yes
	B) No. of Heat Detectors	32 No.
	C) No. of Smoke Detectors	154 No.
	D) No. of Multi-Criteria Detectors	60 No.
	E) No. of Hooters	07 No.
	F) No. of Manual Call Points	07 No.
2	<b>Public Announcement System (Make)</b>	Ahuja
	A) Working Condition (Yes / No)	Yes
	B) No. of Ceiling Mounted Speakers	28 No.
	C) No. of Wall Mounted Speakers	15 No.
	D) No. of Horn Speaker	01 No.
	E) Location of Operation	Access Control Room
3	<b>Fire Hydrant System (Yes/No)</b>	Yes
	A) Wet Riser / Dry Riser	Wet Riser
	B) External Fire Ring (Yes / No)	Yes
	C) Internal Fire Hydrant cabinets	04 No.
	D) External Fire Hydrant cabinets	06 No.
	E) Capacity of Jockey Pump & Make	Kirloskar, 19.5 BHP
	F) Capacity of Main Pump & Make	Kirloskar, 55 BHP
	G) Capacity of Engine Driven Pump & Make	Kirloskar, 72 BHP
	H) Capacity of UG Fire Tank	40 Thousand Ltr.
	I) Capacity of OH Fire Tank	15 Thousand Ltr.
	J) Working in Auto / Manual / Both	Both
4	<b>Fire Sprinkler System (Yes/No)</b>	Yes
	A) Type of Sprinklers	Quartzoid bulb type GM sprinkler
	B) No. of Hose reels	06 No.
5	<b>Fire Brigade Clearance (Yes/No)</b>	Yes
	No. of Fire Brigade Inlets	1 No.
	No. of Fire Brigade Outlets	1 No.
6	No. of Four Way Inlets	2No.
	<b>Portable Fire Extinguishers (Minimax Brand)</b>	
	“ABC “ stored pressure type Dry chemical powder (Mono Ammonium phosphate ) fire extinguishers with fixing hangers hose brackets screw to required size etc. complete as per IS: 15683 <b>5 kg capacity</b>	08 Nos.
	“ABC “ stored pressure type Dry chemical powder (Mono Ammonium phosphate ) fire extinguishers with fixing hangers hose brackets screw to required size etc. complete as per IS: 15683 <b>6 kg capacity</b>	10 Nos.
	ISI marked (IS:2878) portable fire extinguishers <b>of 4.5 kg</b>	10 Nos.

<p><b>capacity</b> carbon dioxide type flat base                  ISI marked (IS:10204) portable fire extinguishers mechanical                  foam type <b>capacity 50 Ltrs</b></p>	<p>10 Nos.</p>
<p>Fire Fighter Telephone Jack</p>	<p>02 Nos.</p>
<p>Water mists capacity 10 kg</p>	<p>06 Nos.</p>
<p>Hand Bucket</p>	<p>08 Nos.</p>
	<p>12 Nos.</p>