



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
First and Second floor Pithalia Complex Fafadih Chowk , K K Road
Raipur-492009 (CG)

TENDER FOR

**ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES - OFFICE PREMISES &
STAFF QUARTERS FOR FROM 01.11.2017 TO 31.03.2020**

SCHEDULE OF TENDER

SUBMISSION OF TENDER (LAST DATE)	03 OCTOBER 2017	15.00 Hrs
OPENING OF TENDER	05 OCTOBER 2017	11.00 Hrs
EARNEST MONEY DEPOSIT	Rs.80000/-	

The tender document contains 24 pages

NAME OF THE TENDERER/AGENCY: _____

ADDRESS _____

SIGNATURE WITH SEAL



PART-I
PRE-QUALIFICATION BID

To be submitted along with EMD of Rs. 80000/- as Bank Draft in Favour of NABARD
Raipur
INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION AS A PART OF PRE-
TENDER

QUALIFICATIONS - Eligibility Criteria

1. The work involved is for ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES - OFFICE PREMISES & STAFF QUARTERS. Office Premises of National Bank for Agriculture and Rural Development (NABARD) is situated at Pithalia Complex Fafadih Chowk, Raipur or any other premises on shifting and its Staff Quarters located at Sector 27, Naya Raipur as specified in the memorandum. Scope of work and services to be provided are indicated in the “SPECIAL TERMS AND CONDITIONS - Scope of Work (Part A)” and “Scope of work: (Part B) - Illustrative” of this tender. *The tenderers are advised to visit all the sites, conduct survey of the existing arrangements so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*

1. The contractors should have experience of similar works during the last 3 year (ending 31.03.2017) and who fulfill the following criteria are eligible to tender:-
 - Should have carried out **minimum 1 similar work** during last 3 years (ending 31.03.2017) with annual contract value (costing individually) not less than **Rs. 45.00lakh.**

OR

- Should have carried out **minimum 2 similar works** during last 3 years (ending 31.03.2017) with annual contract value (costing individually) not less than **Rs. 23.00 lakh.**



OR

- Should have carried out **minimum 3 similar works** during last 3 years (ending 31.03.2017) with annual contract value (costing individually) not less than **Rs. 15.0 lakh**.
- The tenderers should have average Annual Turnover of **Rs. 50.00 lakh** during the last three years ending 31 March 2017 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
- The tenderers should have applicable Tax registrations (PAN, TIN, TAN, GST , ESI, EPF, DGR etc.) supported with documentary evidence and licences, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid). Agency should have a valid license as per The Private Security Agencies (Regulation) Act (PSARA), 2005 / The Chhattisgarh Private Security Agencies(Regulation) Rules 2006 or from any other competent authority to operate a security agency in the State of Chhattisgarh and similarly registration with appropriate competent authority. Tenderers to note that copies of both license and registration are to be submitted with the Pre-Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.
- Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Pre-Qualification bid i.e. Part-I of the tender.
- Should have VALID PSARA License

2. Tenderers are requested to enclose the following documents in Envelope containing **PART - I** (Prequalification bid) for examining their qualification/suitability. Opening of **Part - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

- i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector



Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. during the last **three** years. “Similar Works” means experience in executing Annual Maintenance Contract for **Security Services and Security Guards** in similar Government/PSUs/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. having offices or such similar setup.

ii) IT returns of last three consecutive years.

iii) References of clients/particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives/officials.

iv) Documents relating to training infrastructure for providing training to security guards.

v) Copy of documents indicating the affiliation/recognition/registration with Ex Service Man Board/Zila Sainik Board or any such agency if applicable.

3. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the cost. The preference would be given to these providing security guards with ex-serviceman back ground.

4. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before awarding the contract. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of tenders. The Bank is not bound to assign any reason for rejecting the tender.

5. After scrutiny of Part-I (Pre-qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.



6. Each page of the tender shall be signed. The tender shall be signed by person/persons on behalf of the organisation having necessary authorisation/Power of Attorney to do so and in such a case a copy of the same has been enclosed with the tender.

7. If the space in the proforma (Section-I, II, III & IV) is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part which shall also be signed by all the Authorised signatories.

Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Chattisgarh Regional Office Pithalia Complex Fafadih Chowk, K K Road, Raipur-492009

I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

Signature of the Tenderer with seal

Address



CHECK LIST

Agency is requested to submit the following :

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

a)	ESI	:	
b)	EPF	:	
c)	GST	:	
d)	Income Tax	:	
e)	PAN No.	:	
f)	Labour commission	:	
g)	PSARA , Chhatisgarh		

2. Tenderer/Contractor should follow C.L.(R & A) Act and Minimum Wages/labour Act. Contractor should indemnify NABARD for any liability arising out of operation of C.L.(R & A) Act and Minimum Wages/labour Act.
3. Relevant experience certificates.
4. License from Competent Authority like police Authorites, wherever applicable.
5. Copy of Documents relating to training infrastructure for providing training to security guards.
6. Copy of documents indicating the affiliation/recognition/registration with Ex Service Man Board/Zila Sainik Board or any such agency if applicable.

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

Place :

Date :



Name, Signature and Seal of the Tenderer/ Contractor

FORM OF Tender

Place:- Raipur

Date:-

The Chief General Manager

National Bank for Agriculture and Rural Development

Chattisgarh Regional Office

Pithalia Complex Fafadih Chowk,

K K Road, Raipur-492009

Dear Sir

Having examined the Scope of work and the guidelines relating to ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES - OFFICE PREMISES & STAFF QUARTERS, Office Premises of National Bank for Agriculture and Rural Development (NABARD) at Pithalia Complex Fafadih Chowk, Raipur and its Staff Quarters located at Sector 27, Naya Raipur as specified in the memorandum hereinafter set out and having visited and examined the site of the work specified in the Memorandum and having acquired the requisite information relating thereto as affecting the Quotation, I/We hereby offer to execute the work/s specified in the said Memorandum at the rates mentioned in the Annexure and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of the Tender Form, the Articles of Agreement, Special Conditions and terms and conditions, and in all other respects in accordance with such conditions so far as they may be applicable.

Yours faithfully

Name and Signature of the Agency



MEMORANDUM

(a) Description of work/s: ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES - OFFICE PREMISES & STAFF QUARTERS , Office Premises of NABARD at Pithalia Complex Fafadih Chowk, K K Road, Raipur-492009 or any other premises on shifting and at NABARD Staff Quarters , Sector 27, Naya Raipur

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

3. The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorised to sign

OR

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

Yours faithfully,

Signature of authorised signatory

(Signature and addresses of witnesses)



General Instructions to Tenderer

Sealed Quotation, should be addressed by name to Chief General Manager, Chhatisgarh Regional Office, National Bank For Agriculture and Rural Development, at Pithalia Complex Fafadih Chowk, K K Road, Raipur-492009 and super scribed" ANNUAL MAINTENANCE CONTRACT FOR

SECURITY SERVICES - OFFICE PREMISES & STAFF QUARTERS, Office Premises of National Bank for Agriculture and Rural Development (NABARD) at Pithalia Complex Fafadih Chowk, K K Road, Raipur-492009 or any other premises on shifting and at NABARD Staff Quarters , Sector 27, Naya Raipur and send so as to reach him not later than 03.00 p.m. on 3 rd October 2017. The Agency should clearly indicate on each copy of the tender, under the full signature, whether it is original or duplicate.

No tender will be received after 03.00 p.m. on 03 October 2017 under any circumstances whatsoever.

Tenders will be opened on 05 October 2017 at 11.00 AM at his office by Chief General Manager, National Bank For Agriculture and Rural Development, or any other officer designated for this purpose by him in the presence of other officials and the Agency or their representatives, should they choose to be present.

Tender shall remain open for acceptance by the Bank for a period of Six Months from the date of opening the tender which may be extended by mutual agreement and the Agency shall not cancel or withdraw the tender during this period/extended period.

The tender forms should be filled in English and all entries must be made by hand and written in ink. If any of the above documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the Agency. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after opening of the tender will be entertained.



Each page of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any documents not so signed is liable to be rejected.

The tender submitted on behalf of the Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.

The National Bank for Agriculture and Rural Development (NABARD) does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reasons for doing so.

All compensation or other sum of money payable by the party to the Bank under the terms of this contract may be deducted from his security deposit if the amount so permits and the party shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.

On receipt of intimation from the Bank of the acceptance of his/their tender the successful Agency shall be bound to implement the contract within 14 days thereof. The successful Agency shall sign an agreement in accordance with the draft agreement along with other terms and conditions of the tender document.

The party shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the party rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the party.

The Agency must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making the tender on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.



The successful Agency must co-operate with the other contractor appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

The Bank will provide water and power at work place free of cost. The party should ensure that the water and power facility provided by the Bank are not wasted.

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

Signature of Tenderer : _____

Address: _____

Date: _____



Scope of work

NABARD, Chattisgarh Regional Office, Raipur

AMC for Security Services - Office Premises and Staff Quarters

DETAILED SCOPE OF WORK AND OTHER TERMS & CONDITIONS

- i) THE CONTRACTOR SHALL PROVIDE SECURITY ARRANGEMENTS AGAINST PILFERAGE, THEFTS AND FOR PROTECTION OF PROPERTIES AND MAINTENANCE OF PEACE AND ORDER WITHIN THE Office Building of NABARD at Pithalia Complex Fafadih Chowk, K K Road, Raipur-492009 or any other premises on shifting and at NABARD Staff Quarters , Sector 27, Naya Raipur to the satisfaction of the National Bank.
- ii) This agreement shall be for a period of 29 months commencing from 01.11.2017 and end on 31.03.2020. In the event of National Bank for Agriculture and Rural Development (NABARD) requiring the security services for further periods after the expiry of the initial period of 29 months, it shall make a request in writing in this behalf to the Contractor one month prior to the termination/expiry of these presents and upon such request, the Contractor shall provide security services to the National Bank for Agriculture and Rural Development (NABARD) for the said premises on the same terms and conditions contained hereinafter including the consideration for a period as mutually agreed upon between both the parties.
- iii) (a) The National Bank for Agriculture and Rural Development (NABARD) shall pay to the Contractor, on monthly basis, security charges as indicated in **Schedule - I** against the bills raised by the contractor.

(b) No overtime allowance or any compensation of any other kind shall be payable by National Bank for Agriculture and Rural Development (NABARD) to any person including supervisor employed by the Contractor for duties at the said premises.

(c) National Bank for Agriculture and Rural Development (NABARD) shall deduct income tax and other taxes which may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank for Agriculture and Rural Development (NABARD). A certificate of tax so deducted at source in the prescribed format will be issued to the Contractor.
- iv) During the continuance of this agreement or such extended time, the contractor shall provide security guards at the said premises or any other premises on shifting as per the requirement of the National Bank for Agriculture and Rural Development (NABARD). The present requirement and timings of duties are as per **Schedule II** which would be liable for change as and when considered necessary by the National Bank for Agriculture and Rural Development (NABARD).
- v) The requirement of number of guards will be reviewed, if considered necessary, by the National Bank for Agriculture and Rural Development (NABARD). Accordingly,



the contractor shall increase or reduce the number of security guards. The security charges will be increased or decreased proportionately.

- vi) The security guards posted by the contractor for the said premises shall be deployed in consultation with security officer of the National Bank for Agriculture and Rural Development (NABARD).
- vii) The security guards posted at the aforesaid premises of the National Bank for Agriculture and Rural Development (NABARD) for duty shall be below 55 years of age and be medically fit to perform the security job. The working and deployment of security guards will be monitored by the ACT, P&SO or any other official authorized by the National Bank for Agriculture and Rural Development (NABARD) for the purpose. The contractor shall also ensure proper rotation and weekly off for the security guards deployed at the said premises. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following :-
 - (a) The security guards on duty shall comply with the directions and instructions regarding security and maintenance issued by the representatives of the National Bank for Agriculture and Rural Development (NABARD) to the Contractor from time to time.
 - (b) The Contractor shall accede to the requests of the National Bank for Agriculture and Rural Development (NABARD) representatives for recall of any particular person from out of Security Guards and substitute him by another.
 - (c) The contractor shall ensure that the security guards provided by it are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management of the National Bank for Agriculture and Rural Development (NABARD) or its business or work or its officers / employees / visitors, etc.
 - (d) They shall not allow any unauthorized persons/outsideers to enter into the premises of the National Bank for Agriculture and Rural Development (NABARD) both at office premises and at staff quarters.
 - (e) They shall ensure that all outsideers do enter their name in Visitor's Register before entering the premises.
 - (f) They shall maintain adequate security and shall remain always on vigil.
 - (g) In case of fire, they shall inform the fire brigade and/or police station nearby and the responsible officers of the National Bank for Agriculture and Rural Development (NABARD).
 - (h) **Besides the regular work of providing security services, the guards on duty will also be responsible for switching on/off lights in common area/s within said premises. They will also be required to attend to other jobs**



like operating water pumps and also maintain registers for maintenance contract workers/visitors.

- (i) **They will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen facility in the said premises.**
- viii) The Contractor shall be responsible for the due compliance of all the legal provisions connected with requirement of security staff posted at the said premises of the National Bank for Agriculture and Rural Development (NABARD).
- ix) The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank for Agriculture and Rural Development (NABARD) shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default. The contractor shall submit to the National Bank documentary evidence of the payment within one week from the date on which the wages/other statutory payments are paid to the security guards. The contractor agrees to indemnify and keep indemnified the National Bank for Agriculture and Rural Development (NABARD) against any claim, loss, cost, charges and expenses incurred or suffered by the National Bank on that account. The persons including the supervisors deployed by the Contractor for duty in the said premises shall not be deemed to be the employees of the National Bank for Agriculture and Rural Development (NABARD) in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank for Agriculture and Rural Development (NABARD) provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor.
- x) The contractor shall provide to security guards with necessary uniform, arms and other equipment etc. required for the effective discharge of security services to the National Bank for Agriculture and Rural Development (NABARD) at its own expenses. Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the National Bank for Agriculture and Rural Development (NABARD). **The contractor shall provide to the National Bank for Agriculture and Rural Development (NABARD) photographs and residential address of the security guards and the proof of their service in the arm forces.**
- xi) The National Bank for Agriculture and Rural Development (NABARD) will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The contractor shall get the security guards posted for duty at the said premises, insured against accidents at its own cost.
- xii) The security men so provided shall endeavor to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by the National Bank in this regard. National Bank for Agriculture and Rural Development (NABARD) shall



be at liberty to recover the said amounts from the amounts payable to the contractor.

- xiii) The National Bank for Agriculture and Rural Development (NABARD) shall, in the event of the contractor committing any breach of any the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank for Agriculture and Rural Development (NABARD) or for any other reason considered by the National Bank for Agriculture and Rural Development (NABARD) as sufficient, be entitled to terminate this agreement by giving seven days notice in writing and the Contractor shall not be entitled to any compensation for such termination.
- xiv) The National Bank for Agriculture and Rural Development (NABARD) if so desires may ask the Contractor to provide security arrangements against pilferage and for protection of properties and maintaining peace and order in any other premises of National Bank for Agriculture and Rural Development (NABARD) and the Contractor shall provide such security arrangement on contract basis on the above terms and conditions.
- xv) Notwithstanding anything contained in this agreement, the Contractor shall continue to provide security services to National Bank for Agriculture and Rural Development (NABARD) on terms and conditions of this agreement till the date National Bank for Agriculture and Rural Development (NABARD) terminates this arrangement.
- xvi) On expiry of or early termination of this agreement, the security guards shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.
- xvii) In case of any dispute or difference between the parties under this agreement, the same shall be referred to the arbitration of the Chief General Manager, Chhattisgrah Regional Office, NABARD, Raipur or of the person nominated by him and his decision shall be final and binding on the parties.
- xviii) The Contractor shall bear the stamp duty on behalf of both parties for execution of this agreement.
- xix) The Preference for agencies providing security guards with Ex-service man back ground may be given.
- xx) The successful bidder's EMD of Rs.80000/- will be kept as interest free security deposit during the periodicity of the agreement.



Schedule - I

Payments to be made by National Bank to Contractor

For Security Guards : Minimum wages Act as applicable in Raipur from time to time for 8 hrs duty in a day and six days in a week+ ESI + PF + GST + Agreed/Minimum Bid as per qualified quotation for Service Charge

Contractor will have to transfer the Wages of the security guards in their respective bank account.

The contractor will supply the documentary evidence of crediting the salary of guards and PF/ESI Challan and PDF / payment sheet of all guards deputed or any other document specified by the bank in this regard alongwith their next month bill. Otherwise bill for next month will not be processed and the contract will be terminated. Contractors will also provide AADHAR Card and Mobile no of all guards deputed in office premises and staff quarters at Naya Raipur.

Schedule II

Present Requirement and duty hours of Security Guards

No security guards shall be posted for more than 8 hours of duty in a day. The contractor shall provide round the clock security i.e in three shifts of not more than eight hours of duty for each security guard at the premises indicated below:

Office Premises :

NABARD, Pithaliya Complex Fafadih Chowk, K K Road, Raipur-492009 or any other premises on shifting.

Number of Guards : 5 (Shifts of 8 hrs each)

(3 for Main Gate for 8 Hrs shift + 1 for parking (8 hrs shift from 10.00. A.M. to 06.00 P.M.)+ 1 for lift side 8 hrs from 10.00 A.M to 6.00 P.M.)

Staff Quarters : Sector 27, Naya Raipur

Number of Guards : 09 (Shifts of 8 hrs each)

P-4A/239 CGM Bunglow and

P-3B/35-39 GM/DGM Bunglow

Block No. 42 Grade B & C

Block No. 34 Grade A flats and

Block 13 & 9 Group B & C

03 guards for 8 hrs shift

03 guards for 8 hrs shift

03 guards for 8 hrs shift

Date : Signature & seal of the Tenderer/contractor
Place



PART-II

FINANCIAL BID

To be submitted in a SEPARATE SEALED envelope superscribed as Part-II (FINANCIAL BID)

Calculation sheet for supply of each manpower with minimum wages (Per month calculation)

Particulars of Compensation/ Wages	Wages per month per guard for 8 hrs shift (amount in figures and words)
Basic pay Minimum wages (as per Central Govt. Wage Act)	
DA	
Sub Total of Basic pay + DA (A)	
PF (as per statutory requirements)	
ESI (as per statutory requirements)	
Gratuity	
Bonus	
Sub Total (PF+ESI+Gratuity+Bonus) (B)	
Holiday wages *	
1/6 reliever charges **	
Establishment charges- to include profit, overheads etc. ***	



Any other charges- please indicate detail ****	
Sub Total (* + ** + *** + ****) (C)	
Total Wages per guard per month for 8 hrs shift (A+B+C)	
Total for 14 Guards (D)	
GST (E)	
Grand Total (D) + (E)	

Signature of the tenderer with seal

Date:

Place:



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, RAIPUR

The Agreement which would be entered by the successful Agency with the National Bank for Agriculture and Rural Development (NABARD) is prescribed as follows:-

AGREEMENT

This agreement made at Raipur this _____day of _____ 2017 (in words) between the National Bank for Agriculture and Rural Development (NABARD) a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Regional Office at Pithalia Complex Fafadih Chowk, K K Road, Raipur, herein after referred to as " NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) of the ONE PART and (this will undergo change when the party is partnership firm or Company) Shri..... son of aged -----Years presently residing at _____ and carrying on similar work under the name and style of M/s _____and having their place of business at _____ hereinafter referred to as ' the party' (which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the National Bank for Agriculture and Rural Development (NABARD) is desirous of outsourcing the work of ANNUAL MAINTENANCE

CONTRACT FOR SECURITY SERVICES - OFFICE PREMISES & STAFF QUARTERS , Office Premises of NABARD at Fafadih Chowk, K K Road, Raipur-492009 or any other premises on shifting and at NABARD Staff Quarters , Sector 27, Naya Raipur. (herein after referred to as the said premises)

AND WHEREAS the party has offered to undertake the security work as per the scope of work and details indicated in the special instructions furnished in Schedule 'A' and other terms and conditions.



AND WHEREAS the National Bank for Agriculture and Rural Development (NABARD) in consideration of the conditions and covenants to be observed by the party has agreed to permit the party to carry out the security work hereinafter set out.

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

NABARD hereby awards the work in the said premises or any other premises on shifting from 01.11.2017 to 31.03.2020. If the work rendered by you is satisfactory then the bank may at its own discretion extend the contract for a period of one year or more on the same terms and conditions.

2. As compensation for the work , the party shall be reimbursed an amount of ` _____ / (Rs. _____ only) per month plus taxes as applicable as per minimum wages prescribed by Government. These rates shall be firm rates. No request for increase of rates shall be entertained by the Bank on grounds of increase in cost of material, labour costs or any other reasons during the period of the agreement, except as per statutory requirements.

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

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

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

(c) The party shall keep, at a conspicuous place in the said premises a complaint/ suggestion register in which complaints and suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief



General Manager or any other officer of the Bank so deputed/ authorised by him. The party shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the National Bank for Agriculture and Rural Development (NABARD) remain closed on any Monday the same shall be submitted on the next working day immediately following that day. The Chief General Manager will take such action in respect of each complaint or suggestions as the case may be and the party shall be obliged to take remedial / rectification measures as instructed by the Chief General Manager.

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

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

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

(g) On the expiry or earlier termination of this agreement the party shall remove himself and his employees/servants and agents from the premises and all articles belonging to him, or to his employees or agent.

(h) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.

(i) The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager holding, in charge of National Bank for Agriculture and Rural Development (NABARD) Chattisgarh Regional Office at Pithalia Complex Fafadih Chowk, K K Road,Raipur and shall include, in respect of any powers exercisable by him or NABARD under this agreement or by any officers of the Bank designated by him in that behalf from time to time.



(j) This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate. Stamp duty on original and duplicate shall be borne by the party. IN WITNESS WHEREOF the National Bank has set its hands to these presents and a duplicate hereof through its authorised official and the party has set his hands to these presents and the duplicate on the day/month and year first hereinabove written. Signed and delivered by the within named National Bank for Agriculture and Rural Development (NABARD).

Signed and delivered by authorised
official

(Name and Designation) in
the presence of

(i) _____

(ii) _____

Signed and Delivered by Shri

In the presence of

(i) _____

(ii) _____



Schedule "A"

Terms & Conditions

1. In the said conditions hereinbefore mentioned, the officer in charge of the National Bank for Agriculture and Rural Development (NABARD) Regional Office Chhatisgarh i.e. the Chief General Manager or Officers authorised by him shall act on behalf of the Bank.
2. The said Conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
3. The agreement and documents mentioned herein shall form the basis of this Contract.
4. This Contract is the work of ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES - OFFICE PREMISES & STAFF QUARTERS , other areas, and allied works as specified in the scope of work and special conditions, Office Premises of NABARD at Pithalia Complex Fafadih Chowk, K K Road, Raipur-492009 or any other premises on shifting and at NABARD Staff Quarters , Sector 27, Naya Raipur as per the rates accepted and the governing conditions.
5. The party shall make good any damages to the property, during and after the completion of the Contract.
6. All payments by the Bank under this contract will be made only at Raipur.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Raipur and Courts in Raipur only shall have jurisdiction to determine the same.
8. That the contract have been read by the party and fully understood by him.



OTHER TERMS AND CONDITIONS OF THE CONTRACT

In Construing these Conditions, the Specifications, and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires. Interpretation Clause are as under :

"The Bank"	Shall mean National Bank for Agriculture and Rural Development (NABARD) and shall include its assigns and successors.
"The party"	Shall mean M/s _____ and shall include his/their legal representative, assigns or successors
"This Contract"	shall mean the Articles of Agreement, the Special Conditions, the terms and conditions schedule 'A' and the specifications attached hereto which are duly signed.
"Notice in Writing"	Written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by registered post to the last known residential or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
"Act of Insolvency"	shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amendments/modifications thereto.
"The Works"	shall mean work of ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES - National Bank for Agriculture and Rural Development (NABARD) at Pithalia Complex Fafadih Chowk, Raipur and its Staff Quarters located at Sector 27, Naya Raipur

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



Covenants made by the party.

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