



**परिसर, सुरक्षा और अधिप्राप्ति विभाग  
DEPARTMENT OF PREMISES, SECURITY  
AND  
PROCUREMENT**

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

**पंजाब क्षेत्रीय कार्यालय, सेक्टर 34 A, चंडीगढ़  
Punjab Regional Office, Sector 34 A, Chandigarh**

**Tender For Providing Security Services at NABARD Punjab  
Regional office, Chandigarh and NABARD Vihar residential  
colony, Mohali.**

नाबार्ड पंजाब क्षेत्रीय कार्यालय, चंडीगढ़ और नाबार्ड विहार आवासीय कॉलोनी, मोहाली में सुरक्षा सेवाएं  
प्रदान करने के लिए निविदा।

निविदा संख्या : 05/2022-23  
Tender No: 05/2022-23

**Earnest Money Deposit: Rs 3,24,000/- (Rs Three Lakh Twenty Four Thousand only)**

**बयाना राशि जमा: ₹ 3,24,000/- रुपये (तीन लाख चौबीस हजार रुपये मात्र)**

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### TENDER PROCESS SCHEDULE

Activity	Date and time
Date of Issue of Tender	16 Jan 2023 on 1000 hrs
Last date for submission of the Bid	06 Feb 2023 till 1600 hrs
Date of Pre – Bid Meeting	23 Jan 2023 at 1100 hrs in Punjab RO.
Date and Time of Opening of Technical Bid	07 Feb 2023 at 1100 hrs
Date and Time of Opening of Financial Bid	To be communicated later

**Note:** Any change in above schedule, on account of reasons, whatsoever, shall be informed to the bidders by e-mail. Tenderers are advised to periodically check their e-mails for latest updates related to this Tender.

### **Important Definitions**

1. “NABARD” means National Bank for Agriculture and Rural Development.
2. “The Bank” means NABARD, Punjab Regional Office, Chandigarh.
3. “Recipient”, “Respondent” and “Bidder” means respondent to the Tender Document.
4. “RO” means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as “Agency” and collectively as “Agencies”.
6. “Bid” means response to this Tender Document.

### **Disclaimer**

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Punjab Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Punjab RO, Chandigarh to any party other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for

providing Security services at the Bank Office Premises at Sector 34 A, Chandigarh and Residential Colonies at Mohali and NABARD Vihar, Sector 66, Mohali, as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

## Section 1

### Notice Inviting Tender

Ref. No. NB. PB. DPSP/ 05 / Security/ 2022 -23

16 Jan 2023

Madam/Dear Sir,

**Notice Inviting Tender – Annual Maintenance contract for Providing Security Services at Punjab RO Premises, Chandigarh and NABARD Vihar sector 66, Mohali.**

#### 1.1 Invitation for Bids

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "The Bank") having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD, Punjab Regional Office, Chandigarh intends to invite Techno-Financial Bids from qualified bidders, for Providing Security Services at its Premises at Sector 34 A, Chandigarh and Residential Colony at NABARD Vihar, Sector 66, Mohali, Punjab. **A complete set of the Tender Document can be obtained from NABARD website [www.nabard.org](http://www.nabard.org).**

#### 1.2 Objectives of the Tender

The Bank has floated this Tender to invite techno-financial bids through e-tendering process, to engage a reputed Agency for Providing Security Services at its Premises at Sector 34 A, Chandigarh, Mohali, Punjab and Residential Colony at NABARD Vihar, Sector 66, Mohali, Punjab and executing an Annual Maintenance Contract from 01.04.23 to 31.03.25 subject to annual review.

#### 1.3 Tender Submission

The Bids can be submitted through e-tendering (e-bid) mode by login to GeM portal only. The e-tender will be available to the bidders at NABARD's website <https://www.nabard.org> (for reference purpose only)

#### 1.4 Tender Schedule

The details related to Bid Collection and submission are given below:

Bid Reference number	NB.PBRO/ / DPSP- / 2022-23
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Earnest Money Deposit (Refundable)	₹324000/- (Rupees Three lakhs twenty four thousand only) by way of NEFT to NABARD current A/c as per the bank details below:  Name of the A/c Holder : National Bank for Agriculture and Rural Development A/C No : NABADM No9 IFSC : NBRD00000002 Bank : NABARD Head Office, Mumbai Type of A/c : Current (To be paid before submission of the Bid)
Date of issue of the Tender	<b>16 January 2023</b>
Last date for submission of pre-bid queries	<b>01 February 2023 at 2.30 p.m.</b>
Pre-Bid Meeting	<b>23 January 2023 at 11.00 a.m.</b>
Last date and time for submission of Bids	<b>06 February 2023 at 4.00 p.m.</b>
Opening of Technical Bid	<b>On 07 February 2023, E- Opening at NABARD Punjab Regional Office, Sector 34 A, Chandigarh.</b>
Opening of Financial Bid	Date to be advised separately to the shortlisted bidders
Contact Persons	1. Shri CR Thakur, AGM, 0172-5071704, 9418069992  2. Shri Neelesh Patel, Mgr, 0172-5046746, 8144018710  3. Ms Indu Yadav, AM, 0172-5071411, 7042068621
E- mail	<a href="mailto:dpsp.punjab@nabard.org">dpsp.punjab@nabard.org</a>

- 1.5 For any clarification, you may contact on above-mentioned Phone/Mobile no and email ID.

--SD--  
( )  
Punjab Regional Office  
NABARD

**Section 02**  
**Pre-Qualification Criteria**

S.No	Criteria	Qualification	Supporting Documents to be uploaded
1	Working Experience in Providing the security services to Govt. Semi-Govt. /Govt.Undertakings organisations/ Autonomous bodies/ Corporate Sector and having experience of executing above types of works under AMC contract.	Minimum experience of seven (07) years as on 31 Dec 2022	Copies of work Orders
2	Annual turnover during each of the last three years ending 31 March 2022 ,i.e  2019-20  2020-21  2021-22	Not less than Rs 41 lakhs	Audited Account Statements (Balance Sheets / P& L A/c)
3	Value of Works attended to	Three works of the nature similar to Sr No 1 above of value not less than Rs 65 lakh Or Two works of the nature similar to Sr No 1 above of value not less than Rs 98 lakh Or One work of the nature similar to Sr No 1 above of value not less than Rs 1.30 crores.	Copies of work Orders

4	Nature of Clients	At least one of the on-going contract with a Government Department/Organisation/PSU	Copy of the work Order
5	Own Office	Should have their own office within the areas of Chandigarh, Panchkula, Mohali (Tricity)	Copy of Telephone Bill / Rent Agreement, etc
6	PASARA Licence	Valid PASARA Licence for the state of Punjab and Chandigarh	Copy of valid licence.

## **Section 03**

### **Terms & Conditions -General**

#### **3.1 Information provided**

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Tender Document.

#### **3.2 For Respondent Only**

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

#### **3.3 All Costs to be Borne by the Respondents**

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering in to agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder in equal proportion.

#### **3.4 No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

#### **3.5 Bidder’s obligation to Inform Itself**

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender Document with full understanding of its implications. Bids not complying with all the given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

### **3.6 Errors and Omissions**

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

### **3.7 Acceptance of Terms**

The bidders will, by responding to the Bank's Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

### **3.8 Earnest Money Deposit and Initial Security Deposit**

**3.8.1** The Bidders shall deposit an amount of Rs 3,24,000/- towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given in **Section 01** of this Document. The option of submitting EMD as Bankers Cheque/Demand Draft is not available. The EMD is to be paid before submission of the bid.

**3.8.2** The EMD of the unsuccessful Bidder shall be returned within four weeks of the successful completion of the Bid Process.

**3.8.3** The EMD of the successful Bidder shall be retained as Initial Security Deposit payable at the end of the Contract Period.

**3.8.4** The EMD shall be forfeited if the Bidder withdraws the Bid during the period of Validity of the Bid and if the bidder fails to execute the Contract, successfully .

**3.8.5** An Initial security Deposit (ISD) amounting to 2% of the value of Contract shall be deposited by the successful bidder within fifteen days of the Work Order. ISD payable will be net of EMD deposited earlier. ISD shall be deposited by way of RTGS/NEFT to the Account of the Bank, as per the details given in **Section 01** of this document.

### **3.9 Indemnity**

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting

from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws, etc.

- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

### **3.10 Liability of the Selected Bidder**

Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors ,etc. ,engaged by the firm and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender Document. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

"Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to loss of income or profits."

### **3.11 Negligence by the Bidder**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may give notice in writing to the selected bidder

calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

### **3.12 Obligations of the Bidder**

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

### **3.13 Termination of the Contract**

The Bank reserves its right to cancel the entire contract in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in completion of the work beyond the specified periods for reasons solely ascribed to the bidder.
- ii. Serious discrepancies noted in the conduct of the work.
- iii. Breaches in the terms and conditions of the contract.
- iv. If the bidder fails to perform any other obligation(s) under this RFP or/and subsequent agreement.

### **3.14 Effect of Termination**

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to, hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

### **3.15 Publicity**

Any publicity by the selected bidder in which the name of the Bank is to be used should be one only with the explicit written permission of the Bank.

### **3.16 Inspection of Records**

All bidder's records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

### **3.17 Integrity Pact**

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in **Annexure I.VI**. The prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the Bid. **Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage** and their Technical/Financial bids shall not be opened.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities.

### **3.18 Compliance with Laws**

**Compliance with all applicable laws:** The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

**Compliance in obtaining approvals/permissions/licenses:** The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes for providing the housekeeping services under any applicable Law, Government Regulation/Guidelines and shall keep



the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **3.19 Resolution of Disputes**

In case of failure to resolve the disputes and differences amicably, the matter may be referred to a single arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out the specific disputes therein. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the arbitration shall be Chandigarh under the exclusive jurisdiction of the courts at Chandigarh. The language of arbitration shall be English. The award shall be final and binding on both the parties. Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by NABARD or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABARD, to the bidder shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters, thereof. The cost of arbitration (except the cost and fee of advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the advocates.

### **3.20 Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or

fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **3.21 Violation of Terms**

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **3.22 Non-disclosure of Information**

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

### **3.23 No Commitment to Accept any Bid**

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

### **3.24 Signing of the Bid**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

### **3.25 Exit Option**

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure

period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder.

### **3.26 Force Majeure**

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days' notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. In case, Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

### **3.27 Disqualification**

Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc. will be a disqualification.

## **Section 04**

### **Terms and Conditions-Special**

- 4.1 The Agency must have valid PASARA Licence of Punjab and Chandigarh. The licence should not be due for renewal.
- 4.2 The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Workmen Compensation Act 1923 Act, etc. Contractor shall provide Security Guards as per the specified requirement in scope of work.
- 4.3 Police verification of deployed security guards at NABARD premises need to be done by bidder and to be submitted to the NABARD Punjab RO, Chandigarh
- 4.4 The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NABARD Punjab RO, Chandigarh on monthly basis. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking, duly countersigned by the concerned official of NABARD Punjab RO, Chandigarh, regarding payment of wages as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards.
- 4.5 All liabilities arising out of accident or death while on duty of the security personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Insurance policy. The contractor shall indemnify the NABARD Punjab RO, Chandigarh against all liabilities arising out of any such accidents or deaths.
- 4.6 Company has to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 4.7 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with NABARD Punjab RO, Chandigarh. Contractor and its staff shall take proper and reasonable precautions to preserve the bank property from loss, destruction, waste or misuse.
- 4.8 The contractor will provide the training related to firefighting and security to deployed guards on regular basis on their own expenses.
- 4.9 That in the event of any loss occasioned to NABARD Punjab RO, Chandigarh as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by NABARD Punjab RO Chandigarh, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Chief General Manager, NABARD Punjab RO, Chandigarh will be final and binding on the agency.

- 4.10 The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which NABARD Punjab RO, Chandigarh may issue from time to time and which have been mutually agreed upon between the two parties.
- 4.11 The contractor shall be responsible to safeguard all property and equipment of NABARD Punjab RO, Chandigarh and its residential colony, Mohali entrusted to it.
- 4.12 The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/ Attendants and should project an image of utmost discipline. The NABARD Punjab RO, Chandigarh shall have right to have any person moved in case of staff complaints or as decided by representative of the NABARD Punjab RO, Chandigarh if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.
- 4.13 The personnel will have to report to NABARD Punjab RO, Chandigarh for duty at least 15 minutes in advance of the commencement of the shift for collecting necessary documents / instructions, and to complete all other required formalities as approved by the NABARD Punjab RO Chandigarh.
- 4.14 The payment would be made at the end of every month based on the actual shift manned by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NABARD Punjab RO, Chandigarh and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NABARD Punjab RO, Chandigarh.
- 4.15 Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, shall be deployed for duties under any circumstances.
- 4.16 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.
- 4.17 WORK ORDER' means the letter issued by the NABARD Punjab RO, Chandigarh to the contractor communicating the date on which the services under the contract are to be commenced.
- 4.18 If any money , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, statutory laws or Regulations, be directed to be paid by NABARD Punjab RO, Chandigarh such money shall be deemed to be payable by the contractor to NABARD Punjab RO, Chandigarh within seven days. NABARD Punjab RO, Chandigarh shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

- 4.19 Payment to be made to the security personal shall be as per rates applicable in UT of Chandigarh irrespective of the place of deployment viz, Chandigarh and Mohali.
- 4.20 The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 4.21 The contractor shall indemnify and hold NABARD Punjab RO, Chandigarh harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the services under the contract provided by the contractor.
- 4.22 **The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 25 and 45 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor.**
- 4.23 Contractor to ensure the security staff deployed other than ex-servicemen shall be minimum 12<sup>th</sup> pass and trained for providing security and firefighting services.
- 4.24 The contractor shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed for duty.
- 4.25 Security staff engaged by the contractor shall not take part in any staff union and association activities.
- 4.26 The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / sticks and other implements to security staff, stationery for writing duty charts and registers at security check points and records keeping as per requirements.
- 4.27 The NABARD Punjab RO, Chandigarh will not provide residential accommodation to any of the employee of the contractor.
- 4.28 The NABARD Punjab RO, Chandigarh shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. **This contract does not create any employee employer relationship with any of the workers of the contractor.**
- 4.29 If any overpayment or underpayment will be detected in respect of any work done by the agency, it shall be accordingly recovered or paid by the NABARD Punjab RO, Chandigarh from/to the agency.
- 4.30 The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by NABARD Punjab RO, Chandigarh, etc.

- 4.31 The contractor should have local office in Chandigarh, Mohali or Punchkula.
- 4.32 The Bank will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract prior to 2 to 3 days of commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
- 4.33 In the event of the bidder / tenderer quoting NIL charges (which includes all derivatives of zero / consideration), the bid shall be treated as unresponsive and will not be considered.
- 4.34 The Bank does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by the Bank. If required, the Bank may call written clarification from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by the Bank within a stipulated time. The Bank reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.
- 4.35 Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
- 4.36 If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, a penalty of Rs. 550.00 per day will be levied. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the Security Guards.
- 4.37 If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.
- 4.38 In case of emergency / exigency, no extra payment for working in odd hours will be made. The property will be handed over to the Contractor for Housekeeping Works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level. In case the Contractor is asked to remove the garbage that has been collected on account of other activities not belonging to contractor, the removal charges shall be paid separately.
- 4.39 NABARD reserves to change scope of work or the number of workers during the contract period. NABARD may at its discretion increase or decrease the number of Security Guards.

**Declaration by the Contractor**

We/I have read and understood the Scope of Work and special terms and conditions for the Security AMC works in the entire Office premises and Colony and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Signature :

Place:

Date :

Name and Seal:



## **Section 05**

### **Safety Code**

**5.1** As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

**5.2** The Contractor shall maintain in a readily accessible place **first-aid** appliances including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

**5.3** Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc ,by persons deployed by Contractor are strictly prohibited in the building premises.

**5.4** The Contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training of fire-fighting will not be paid by NABARD.

**5.5** The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.

**5.6** It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.

**5.7** A penalty of Rs. 1000/- (Rupees. One Thousand only) shall be levied for violation of safety norms. A penalty of Rs. 2000/- (Rupees Two Thousand only) shall be levied if violation is repeated.

**5.8** Penal action will also be taken if the Contractor's workmen do not wear uniforms and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats.

**5.9** The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.

**5.10** An adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the workmen/Security Guards while performing the work and Bank should be kept indemnified from any such

eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training of fire-fighting will not be paid by NABARD.

**Declaration by the Contractor:**

We / I have read and understood the Safety code for the said contract and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Signature:

Place:

Date :

Name and Seal:

### Section 06

#### Scope of Work

NABARD Punjab Regional office is located at plot no- 03, Sector 34 A, Chandigarh. It is a ground and basement plus four-floor building. Security Agency has to deploy security guards as tabulated below for providing the safety :-

Place	No of Guards required	Shift timing	Remarks
NABARD Punjab RO, Sector 34 A, Chandigarh	11(09 + 02)	0600-1400 hrs 1400-2200 hrs 2200-0600 hrs	03 Security Guards at each shift.  02 Security Guards from 0900 to 1700 hrs. From Monday to Friday

**NABARD Vihar** is officers residential colony located at Plot no- 03, Sector 66, Mohali. The said colony has 44 residential flats. To provide the security to the colony on 24\*7 basis, the requirement of Security Guards is tabulated below-

Place	No of Guards required	Shift timing	Remarks
NABARD Vihar Sector 66, Mohali	09	0600-1400 hrs 1400-2200 hrs 2200-0600 hrs	03 Security Guards in each shift.  In morning, shift one lady guard will come from 0800 to 1600 hrs.

**\*\*Timings of the shift are changeable and shall be fixed by NABARD Punjab RO, Chandigarh from time to time depending upon the requirements.**

## **Section 07**

### **Submission of the Bid**

#### **7.1 Who can submit the Bid?**

The bid shall be submitted only by those agencies which qualify the Pre- Qualification Criteria of the tender indicated in section 02.

#### **7.2 Technical & Financial Bids**

The bids (Technical & Financial) must be submitted in form of E- bid in prescribed format by visiting the GeM portal.

#### **7.3 Submission of the Bids**

The Technical and Financial Bids shall be submitted as per the details given below:

##### **7.3.1 The Technical Bid**

The interested bidders may submit the Technical Bid as per Annexure I.III of the Document. The following documents shall be enclosed with the Technical Bid:

- Details of EMD deposited - Annexure I.II
- Details of Work in Hand
- Letter of Undertaking – Annexure I.IV
- Declaration / self-affidavit by the bidding firms as to their Technical suitability as per Pre-Qualification Criteria– Annexure I.V
- Pre-integrity Pact – Annexure I.VI
- Non-disclosure Agreement – Annexure I.VII

##### **7.3.2 The Financial Bid**

The Financial Bid shall indicate the Financial quotes for the Services as per the Scope of Work and format prescribed in Part II. Features of the Financial Bid:

- i. The financial quote should be in Indian rupees and it should include all expenses proposed other than taxes.
- ii. Bids with variability other than on account of statutory levies, taxes, etc. will be rejected.
- iii. Financial Bids should be inclusive of Service Charges which should not be zero (including all derivatives of zero). Financial Bids with Service charges as zero will be summarily rejected.
- iv. Any over writing, erasure, etc. has to be authenticated by the authorized person.
- v. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of housekeeping work & BOQ and after visiting the site.

- vi. Rates should be quoted for a month.
- vii. No escalation or increase in the rates will be given during the Contract period.. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.
- viii. If a bidder/ tenderer quotes NIL charges (nil includes all derivatives of Zero) consideration, the bid shall be treated as unresponsive and will be considered as invalid.
- ix. NABARD does not bind itself to accept abnormally low bid. The rates quoted by the Tenderer / bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and the tenderer/ bidder shall have to furnish the same.
- x. Analysis for the scrutiny of rates were be done by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/ perform the contract.
- xi. In case of payment for supply of skilled/ semi-skilled/ unskilled labour, the rates will be revised proportionately as per the revision in the minimum wages as announced by UT/State/ Central Govt. whose rates are adopted.
- xii. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
- xiii. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
- xiv. Before deployment of staff, their bio-data / competence shall be verified by the Bank's / designated official in the beginning of AMC as well as changing the staff/labour.
- xv. The contractor has to give satisfactory services for said AMC and bank reserves the right to remove/ delete any particular service from the awarded AMC.
- xvi. The contractor has to submit one monthly/ quarterly bill, as the case may be.
- xvii. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
- xviii. The contractor will comply Labour Law requirements and maintain the muster and wage register etc., and produce the same in the NABARD Office if required. The contractor shall submit the necessary information/ data to the concerned statutory authorities in the desired format.
- xix. Bidder may specify particulars of the other statutory payments, if any. If the Bidder doesn't quote for the other statutory payments. Then responsibility of

such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

#### **7.4 Submission to the Bank**

- ✓ The bid documents should be submitted in soft form at GeM portal.
- ✓ The Bidders should necessarily submit the information as per the prescribed formats given in the Tender Document while submitting both Technical and Financial Bids. Any deviation in this regard entails the Bidder for disqualification.

## Section 08

### Evaluation and Selection of the Bids

#### 8.1 Opening of the Bids

Bids will be opened in front of the Committees constituted for this purpose in the Bank in the presence of not more than two representatives of each bidder who choose to attend the bid on the opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him/her to represent and attend the bid opening on behalf of the bidder.

#### 8.2 Criteria for Evaluation of Bids

- i. The Bank will constitute separate Committees for Technical and Financial Evaluation of the bids and to decide on selection of the successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in **Section 02** of this document.
- iv. The Technical Bids shall be evaluated first and at this stage the Financial Bids will remain unopened. The Evaluation Criteria for Technical Bids is as defined in para 8.3 on completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders only, will be opened.

#### 8.3 Evaluation criteria for Technical Bid

- i. The evaluation of Technical Bid will be completed on a maximum of 70 marks as indicated below:

Sr.No.	Criteria	Max. Marks
<b>I</b>	<b>Past Work Experience of the Agency</b>	<b>20</b>
a	=Or>7<10 years	5
b	=Or>10<12 years	10

c	=Or>12<15 years	15
d	=Or>15 years	20
<b>II</b>	<b>Turnover (Rs lakh)</b>	<b>20</b>
a	=Or>150<175	5
b	=Or>175<200	10
c	=Or>200<250	15
d	=Or>250	20
<b>III</b>	<b>Assignments executed/ongoing in Government Departments / Organisations / PSUs /Banks</b>	<b>20</b>
a	=Or>3<5	5
b	=Or>5<8	10
c	=Or>8<10	15
d	=Or>10	20
<b>IV</b>	<b>Number of Employees on Roll</b>	<b>10</b>
a	=Or>50<75	5
b	=Or>75	10

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a minimum of 20 marks on Technical Evaluation score will be eligible for Financial Bid Evaluation.

#### **8.4 Evaluation of the Financial Bid**

- i. The proposal of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder.
- ii. In the case of a tie between two or more Bidders, contract will be awarded on the basis of the Technical Bid.



### **8.5 Execution of Agreement**

The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in Section 09.

### **8.6 Professionalism**

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

### **8.7 Adherence to Standards**

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

**Section 09**  
**Specimen Agreement**

(On Non- Judicial stamp paper of Rs 200/-)

**AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT**

**THIS AGREEMENT** is made at Chandigarh on this \_\_\_\_\_ day of 2023

**BETWEEN**

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **ONE PART**.

**And**

M/s \_\_\_\_\_ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as "**the Parties**")

**WHEREAS**

- (1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Security Services (hereinafter referred to as "**the said service**") of its premises at building (hereinafter collectively referred to as **the said premises**") for the period of 01.04.2023 to 31.03.2025 had vide its letter no \_\_\_\_\_ Dated \_\_\_\_\_ issued a "Notice Inviting Tender" (hereinafter referred to as "the NIT") inviting bids for providing the said service at the said Premises. A copy of the NIT is annexed herewith as "Annexure 1" and to be read as part and parcel of this Agreement.
- (2) The Contractor had, vide its letter dated \_\_\_\_\_ 2023 submitted its Tender for undertaking the said works at the said Premises.

- (3) NABARD, vide this letter of Intent No \_\_\_\_\_ Dated \_\_\_\_\_ 2022, had selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

**NOW THIS INDENTURE WITNESSES AS FOLLOWS:**

1. The Contract shall commence from 01.04.2023 and shall continue till 31.03.2025 unless it is curtailed or terminated by NABARD to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs \_\_\_\_\_ for a period of one year** to the contractor for carrying out the said works in the said Premises as per the details given in **section 06**. The rate will remain fixed throughout the entire period of contract i.e till 31.03.2025 and is inclusive of all costs such as insurance, taxes, duties, leaves, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled / Semi Skilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/ Central Govt. whose rates are adopted on monthly/ quarterly basis as indicated in the tender document.
2. The contract may be extended for further period's after the expiry of the initial period i.e 31.03.2025 as indicated in the tender document NABARD shall, in that event, make a request contract/ extended contract and upon such request, the Contractor shall provide the said works at the said Premises. On the same terms and conditions or with some addition/ deletion/ modification, for further specific period. Mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
  - i) List of Individuals deployed.
  - ii) Bio-data containing educational qualifications and previous experience /s, date of birth, etc.
  - iii) Certification of verification or antecedents of persons by local police authority.
  - iv) Identity Cards bearing individual's Photograph.

NABARD shall have discretion to change the scope of work and deployment of number of manpower , whenever required.

6. The Contractor shall, for all intents and purposes. Be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitely or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contactor’s personnel shall not claim any benefit/ compensation/ absorption/ regularization of services under the provisions of the Industrial Disputes Act,1947 or Contact Labour(Regulation & Abolition) Act,1970 from NABARD.
7. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules, therefor and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
8. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
9. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
10. The Contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
11. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
12. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature Whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor will ensure that

no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

13. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks etc.
14. The Contractor, wherever and whatever material is provided by NABARD shall use it properly, any improper use leading to wastage/ pilferage shall be made good by the Contractor to NABARD.
15. NABARD will not be liable for any loss, damage, theft burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc. while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (workmen Compensation Policy and Contractors all Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The insurance policies are required to be at least for 1.25 times of the contract value.
16. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential / secret nature.
17. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
18. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, Paan, smoking, loitering without work, etc.
19. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the office of NABARD, so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
20. The Contractor shall immediately provide a substitute in the event of any person leaving the job duty to his/her personal reasons. In case of delay in attending the work or providing the substitute in time it shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost thereof shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/ Register indicating reasons for not attending to any particular complaint within time schedule, Failing which

penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

21. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/ conflict of interest/ improper conduct.
22. In case, the manpower deployed by the Contractor commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him / them from the said Premises.
23. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act. 1948 as applicable in the UT Chandigarh. The Contractor shall also make PF contribution, ESI contribution, and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
24. The Contractor, as taxable service provider, must be registered with central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices/ Bills/ Challans should be serially numbered and it should contain the Name and Address of Service Provider & Service Receiver, Description of services etc.
25. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7<sup>th</sup> day of the following month in the, irrespective of receipt of payment from NABARD.
26. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
27. The Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
28. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
29. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. if NABARD suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/ or deduct any of the

amounts as aforesaid from the payments due to the Contractor under this Contract.

30. The Contractor will have to deposit a amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by NEFT to NABARD covering the period of this Agreement. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.
31. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
32. In case, the Contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
33. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
34. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause, hereof, NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
35. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
36. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice to improve his services. If the Contractor fails to improve the services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, if the Contractor fails, as the performance security to Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till date of termination this Agreement.
37. On the Expiry or early termination of the Agreement the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in NABARD.

**38. Resolution of Disputes**

- 38.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 38.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 38.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:  
 "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- 38.4 The Venue of the arbitration shall be at **Chandigarh.**
- 38.5 The language of arbitration shall be English.
- 38.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD.

\_\_\_\_\_  
 (For & On behalf of the Agency)  
 (Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_



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**Section 10****PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the Contractors for effecting payments

1	Name of the Account Holder (As appearing in the Bank Account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account number	
5	RTGS/NEFT/IFS Code	
6	Type of Account (Savings, Current, etc)	
7	PAN Number	
8	GSTN Number	

Signature

Please attach

- i. Photocopy of one cancelled cheque leaf of the above Bank Account
- ii. Copy of PAN Card and
- iii. Copy of GST No
- iv. Copy of Registration of the Firm

**Annexure I.I**  
**Letter of Authorization to Bid**

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

Ref No:

Date: --/--/2023

To

The Chief General Manager  
Punjab RO, Sector 34 A, Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above tender for providing the Security services at Punjab RO Chandigarh and its residential colonies at Mohali Ref. No. NB.PB. DPSP/ /2022-23). Mr/Mrs/Miss----- is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's notice inviting tender vide tender no ..... **dated -----2023.**

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till tender process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender.

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_

Signature of Authorizing Authority

---

Name of Authorizing Authority

---

(Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the bid is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

**Annexure I.II**  
**Details of EMD Deposited**

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

### **Annexure I.III**

#### **Format for Technical Bid**

1. Name of the firm and Composition of the firm (Full particulars (whether the Tenderer is an individual/ partnership firm/ company etc.) of the composition of the firm Tenderers in detail should be submitted along with the name(s) and address (es) of the partners, copy of the Articles of Association/ power of Attorney/ any other relevant document.)

(a.1) Registered Head Office.

(a.2) Local Office Address.

(a.3) Year of Establishment.

2. Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other document and certificates. The details along with documentary evidence of previous experience, if any, carrying out works for NABARD/RBI/Public Sector Banks/ Government Department/ Semi Government Department\ other public sector undertakings/ private banks/ Private Sector/ housing societies at any other centre should also be given.

3. Credit worthiness of the Tenderer & Turn Over during the specified period

(copies of IT deposit certificates (Such as copy of deposited form 16 or any such other certificates) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three financial years ending 31.03.2022)

4. Name(s) and address(es) of the Bankers and their present contact executives

(Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)

5.Details of Bank accounts

(Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)

6.Details of the completed works

(The client wise names of work(s), year(s) of execution of work(s) awarded and actual costs of executed works, names and full contact details of the officers / authorities / departments under whom the works(s) was / were executed

should be furnished.)

7.Details of persons engaged

(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.

8.Litigation & civil suits

(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)

9.Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration.

10.Details of Registration with Provident Fund and ESIC.

Whether registered for GSTN/ service tax purposes. If so, also furnish relevant copies.

11.Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.

12.Signature of the Tenderer / Authorized person on behalf of the Firm / Organization (Authorisation letter/power of attorney to be enclosed)

## Details of key Administrative Personnel:

SN	Name	Designation	Qualification	Professional Experience	NO. of years associated with the firm



**Annexure I.IV**  
**Letter of Undertaking from the Contractor**

The Chief General Manager,  
National Bank of Agriculture and Rural Development  
Plot No.3A, Sector:34-A, Chandigarh

Dear Sir,

Annual Maintenance Contract of Security Services at NABARD's Punjab Regional Office Building at Chandigarh and its residential colonies at Mohali for the period 01.04.2023 to 31.03.2025.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We have offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me /us in the attached Bill of Quantities in all respects as per the specifications and scope of works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by NEFT in favour of NABARD.
5. I / We agree to deposit all taxes, levies, Cases etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.
6. I / We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

7. The rates quoted by me /us, excepting for the items where payment is for supply of skilled/ semi-skilled /unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items in respect of skilled/ semi- skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by UT/State/ Central Govt. from time to time.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
9. Should this tender be accepted, I / We hereby agree to abide by and fulfil all the Terms and conditions and Provisions of Contract Document.
10. We also enclose all informant in the prescribed.
11. The details in the personnel of the Agency is also enclosed.

Name of the person authorized to sign and submit the tender:

- (I) \_\_\_\_\_
- (II) \_\_\_\_\_

(Documentary proof in respect of Letter of Authority / Power of Attorney to be enclosed along with the Tender.)

Yours Faithfully.

Signature:

Name & Seal:

Place:

Date:

## Details of key Administrative Personnel:

SN	Name	Designation	Qualification	Professional Experience	NO. of years associated with the firm

Sign and seal of Tenderer

**Annexure I.V**  
**Form of Self Affidavit / Declaration**

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

We, M/s \_\_\_\_\_, are one of the BIDDERS  
For providing Security services at NABARD, Punjab Regional office, Sector 34 A and  
NABARD Vihar, Sector 66, Mohali

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

AUTHORISED SIGNATORY  
(Name, Designation and Seal)

## **Annexure I.VI**

### **Pre-Contract Integrity Pact (in Rs.100/- stamp paper)**

Between

**National Bank for Agriculture and Rural Development (NABARD)**  
hereinafter referred to as **“The Principal”**

And

..... hereinafter referred to as

**“The Bidder/Contractor”**

#### **Preamble**

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

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

#### **Section 1 – Commitments of the Principal**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 1, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 1, or if the Principal is entitled to terminate the contract according to Section 1, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

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

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

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

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

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

#### **Section 8 – Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is :

**Dr. Sanjay Kumar Panda, IAS(Retd)**  
**515, Ward No3. Sideshwar Sahi**  
**Cuttak City, Cuttack District Odisha 753008**

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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(For & On behalf of the Principal)

---

(For & on behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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**Annexure I.VII**  
**Non-Disclosure Agreement Form**

This Non-Disclosure Agreement made and entered into at ..... this.....day of ..... 2023.

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ..... (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"
2. Receiving Party means who receives the confidential information.
3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and has floated a Notice Inviting Tender to appoint Agency for PROVIDING THE SECURITY SERVICES AT Punjab RO, Chandigarh and its residential colony at Mohali. The scope of which is specified in tender Ref No. NB.PB.DPSP/ /22-23 dated \_\_\_\_\_ and whereas \_\_\_\_\_ (Name of Agency) has through a Tender process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this NIT or otherwise shall remain confidential.
3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

**1. Confidential Information:**

- i. "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".
- ii. "Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement

requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

- iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.
- vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- vii. Confidential Information does not include information which:
  - a) is or subsequently becomes legally and publicly available without breach of this Agreement
  - b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
  - c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
  - d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
  - e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years

## **2. Non-disclosure:**

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or
- c) Business processes and procedures, or
- d) Current and future business plans, or
- e) Personnel information, or
- f) Financial information
- g) Capital adequacy computation workings.

### **3. Publications:**

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

### **4. Term:**

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

### **5. Title and Proprietary Rights:**

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

### **6. Return of Confidential Information**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

## **7. Remedies:**

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

- a) Suspension of access privileges
- b) Change of personnel assigned to the job
- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

## **8. Entire Agreement, Amendment, Assignment**

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of



the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

## **9. Miscellaneous**

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

## **10. Suggestions and Feedback**

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

## **11. Governing Law:**

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

## **12. General:**

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name :
Designation :
Place :
Signature

For and on behalf of \_\_\_\_\_ Ltd.

Name :
Designation:
Place:
Signature

IN THE PRESENCE OF

Signature Name: Date:	Signature Name: Date:
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**PART II**  
**FINANCIAL BID**

## Annexure II.I

### Bill of Quantities

**Annual Maintenance Contract for Security services at NABARD's Punjab Regional Office Building at Chandigarh and its Residential Colonies at Mohali for the Period 01.04.2023 to 31.03.2025.**

**Calculation Sheet to be submitted as Financial Bid**

**(Per Month Calculation as per applicable category)**

S.No	Description	Details	Charge for Unarmed Security Guards for Chandigarh
A	Minimum wages (as per Central Government or State Government whichever is higher) inclusive of Special Allowance /VDA	For 30 Days	
B	EPF(Employer Portion)	13%	
C	ESI Contribution	3.25%	
D	Other Charges/ other statutory payments		
E	Sub Total (A+B+C+D)		
F	Add Contractors Profit, Overheads etc.		
G	Total (E+F)		
H	GST		
I	Grand Total (G+H))		
J	Cost of 20 Unarmed Security Guards for one month.		
K	Total for 12 Months		

Bidder may specify particulars of the other statutory payments with documentary proof. If any. If the Bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

Note :

1. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of housekeeping work & BOQ and after visiting the site.
2. No escalation or increase in the rates will be given during the Contract period in respect of items of flat cleaning charges and façade cleaning. Even if the contracts are extended bases on the performance, the rates will not be changed in these items. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.
3. If a bidder/ tender quotes NIL charges (nil includes all derivatives of Zero) consideration, the bid shall be treated as unresponsive and will not be considered.
4. NABARD does not bind itself to accept abnormally low bid. The rates quoted by the Tenderer / bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder. Including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/ bidder shall have to furnish Rate analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/ perform the contract.
5. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit. Wherever the tender requires the contractor to bear the cost as per requirement of Scope of work and terms and condition of said tender, like uniform for Security Guards, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.

6. Payment for supply unarmed Security Guards, the rates will be revised as per the revision in the minimum wages as announced by UT/State/ Central Govt. whose rates are adopted.
7. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
8. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
9. Before deployment of staff, their bio-data / competence shall be verified by the designated official of Bank in the beginning of AMC as well as changing the staff/labour.
10. The contractor has to submit one month bill for payment.
11. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
12. The contractor will comply Labour Law requirements and maintain the muster and wage register etc. and produce the same in the NABARD Office. If required. The contractor shall submit the necessary information/ data to the concerned statutory authorities in the desired format.

Accepted all terms & conditions of price bid

Place	:	
Date	:	(Signature of the Tenderer)
Address	:	Name and Seal