

Tender for

**Annual Service Contract for providing Security Services at
NABARD's Office Building at Ranchi, Officer's Quarter at Khelgaon & New
Office building site at Pundag from 01.06.2023 to 31.03.2025**



**Department of Premises, Security and Procurement, NABARD
Jharkhand Regional Office, Near Water Tank, Bariatu- Booty Road,
Ranchi-834009, E-mail- dpsp.ranchi@nabard.org**

Date of Release of Tender	01.05.2023	14.00 Hours
Date of Pre Bid Meeting	08.05.2023	03.00PM
Last date of receipt of Tender	21.05.2023	02.00PM
Date of Opening of Technical Bid	21.05.2023	03.00PM
Date of Opening of Price Bid	Will be communicated to qualified bidders.	

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NOTICE INVITING TENDER

Ref. No. NB.JH/DPSP / /P&SO / A M C / Security Services /2023-24

01 May 2023

M/s

Dear Sir

Tender for Annual Service Contract for providing Security Services at NABARD's Office Building at Ranchi, Officer's Quarter at Khelgaon & New Office building site at Pundag from 01.06.2023 to 31.03.2025.

National Bank for Agriculture and Rural Development (NABARD) invites e-tenders in two parts from all eligible bidders **for Annual Service Contract for providing Security Services at NABARD's Office Building at Ranchi, Officer's Quarter at Khelgaon & New Office building site at Pundag from 01.06.2023 to 31.03.2025**

2 The e-tender Document may be downloaded from <https://www.nabard.org> or <https://nabard.eproc.in>. No separate hard copy of this tender shall be issued by NABARD. There will be no charges for downloading the tender documents from the web site.

3. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login to e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to have digital signature certificate and register themselves on e-Procurement portal of NABARD and create user ID and Password.

4. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal.

In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. as a facilitating agency who have created exclusive 'Help Desk' / 'Support Team' for facilitation of bidders. Their contact details are mentioned as under:

i. Fairlin Jivin 0124-4302000 ext 112, email- fairlin.jivin@c1india.com

ii. Ujwala Shimpi 0124-4302000 ext 114, email [id-ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com)

iii. Saranraj Niacker 0124-4302000 ext 110, email id-saranraj.naicker@c1india.com

iv. Sachin Toraskar 0124-4302000 ext 200, e-mail- sachin.toraskar@c1india.com

All the email to be CC marked to email- dpsp.ranchi@nabard.org. Any clarification with regards to the tender or tender uploading may also be contacted at (Shri S Prusty, AGM Mob.-8850643225) and (Shri Rohit Mishra, AM Mob.-7702061577).

5. The tenderer/bidder shall submit/upload two separate e-bids for the captioned Tender i.e. Technical Bid and Financial/Price Bid which should be complete in all respect.
6. Instructions regarding Technical Bid, Financial Bid, electronic bid (e-bid) submission process and description & scope of work and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document. Tender has to be submitted on or before 21 May 2023 by 14:00 hrs. Tender received late or received through fax/email/post will not be accepted and will be rejected.
7. The Bidders who fulfil the eligibility criteria will remain empanelled with NABARD, Jharkhand Regional Office for a period from 01 June 2023 to 31 March 2025.
8. Technical and financial bids have to be submitted in the prescribed format only. The Financial Bid should not contain any other terms and conditions. If any terms and conditions are included in the tender document additionally, the tender will be summarily rejected.
9. Tenders submitted through NABARD's online portal only will be accepted, the tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.
10. (Part- I) of Tender will be opened on 21 May 2023 at 15:00 hrs or later as per convenience of NABARD. Opening of tender (Part II) Financial Bid would be informed through C1 Portal.
11. NABARD reserves the right to accept or reject any tender in whole or in part, and NABARD shall not be bound to accept the lowest (L1) tender or any tender.
12. Tenders which do not fulfil all or any of the conditions of NABARD or are incomplete in any respect and if the tenderer imposes his conditions in the tender in addition to the conditions specified by NABARD, the tender will be rejected.
13. Any discrepancy, omission, ambiguity, if any, or any doubt in their meaning in the Tender Document may be sent to "The Chief General Manager, National Bank for Agriculture and Rural Development, Jharkhand Regional Office, Near Water Tank, Bariatu-Booty Road, Ranchi - 834009". The clarification / query will be reviewed by NABARD and will issue clarifications, if required, which will form part of the tender document. If any discrepancy, omission, ambiguity or any doubt in the meaning of the tender documents is not brought to the notice of NABARD within three working days from the last date of submission of tender, NABARD shall not be responsible for the same.
14. The validity of the offer will be 90 days from the date of opening of price bid.
15. Tenderer has to deposit an amount of **Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand Only) as Earnest Money Deposit (EMD)** directly in the account of NABARD the details of which are given below. If this is not done, the tender will be rejected. No interest will be paid on the EMD submitted by the bidders. After award of work to successful bidder, EMD of unsuccessful bidders will be refunded. We request you to give a copy of the transaction report for depositing the said amount in our current account along with the tender document, otherwise the tender will not be accepted. Exemption will be provided for MSME and other eligible institutions as per rules, on submission of document proof.

The account details of NABARD are given below:

Name of Account: National Bank for Agriculture and Rural Development

Bank Name : NABARD

Branch Name : HEAD OFFICE, MUMBAI

Account No : NABADMN38

IFS Code : NBRD0000002

16. Pre-bid meeting will be held on 08 May 2023 at 15:00 hrs. at NABARD, Jharkhand Regional Office, Near Water Tank, -Bariatu-Booty Road, Ranchi - 834009.

17. The interested bidders will have to execute the Pre- Contract Integrity Pact (as per the Stamp Act of the Ranchi), failing which the tender will be rejected. All potential bidders/vendors will have to execute an Integrity Pact with the Bank otherwise they will not be eligible to participate in the tender process. This Pre-Contract Integrity Pact must be submitted in original hard copy to "The Chief General Manager, Jharkhand Regional Office, Near Water Tank, Bariatu-Booty Road, Ranchi - 834009" on or before 21 May 2023.

18. The following are the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission:

Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3, Sideshwar Sahi,
Cuttack City, Cuttack District, Odisha - 753 008

19. The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.

20. Selection Criteria for Awarding of Contract in case of Multiple L1 Bidders will be :-

(i) The work may be awarded by NABARD to the bidder having highest marks in the Quality and Cost Based Selection (QCBS) criteria among the L1 bidders. The criteria will include Legal Structure (20 Marks), work Experience (10 marks), Average turnover of last 3 years (10 Marks), Number of works in public/ private institutions in last 7 years (5 marks) and quantum of work in last 7 years (5 Marks).

(ii) In case multiple L1 bidders get same marks in QCBS also, then a Committee of officers from NABARD, Jharkhand Regional Office, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.

(iii) In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

20. MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from submitting the EMD, a copy of the MSE registration certificate needs to be submitted along with the Technical Bid.

21. Further, it may be noted that those Service Providers, whose technical bid will be found suitable, as per our pre-qualification criteria will only be identified for further tendering process i.e. price bid of those firms will only be opened.

22. Tenders having additional conditions, indicated by the bidders in the price bid, shall be summarily rejected. Also, tenders (both technical and price bid) which are not submitted in NABARD's format will be rejected.

23. No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the far end of the time specified for closure of tender.

Yours Faithfully

A.D. Surin
Deputy General Manager

FORM OF TENDER

(In the Letter head of the Bidder)

The Chief General Manager
National Bank for Agriculture and Rural Development
Jharkhand Regional Office
Near Water Tank
Bariatu Booty Road
Ranchi– 834009

May 2023

Dear Sir,

Tender for Annual Service Contract for providing Security Services at NABARD's Office Building at Ranchi, Officer's Quarter at Khelgaon & New Office building site at Pundag from 01.06.2023 to 31.03.2025

Having examined the Technical bid and price bid of tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid and in accordance with all respects of the tender and with such materials are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Description of work: Tender for Annual Service Contract for providing Security Services at NABARD's Jharkhand Regional Office Building on Bariatu-Booty Road, Residential Colonies at Khelgaon and NABARD's new office building site at Pundag.

(b) Estimated Cost : Rs.90.00 Lakh (Approximately)

(c) Earnest Money Deposit (EMD): **Rs.1,80,000/-** (The amount is to be remitted through e-transfer towards the cost of the tender document, to be directly credited in NABARD's Account No. NABADMN38 and IFSC Code No: NBRD0000002)

(d) Retention Money Deposit (RMD)/ Security Deposit: The successful bidder has to deposit an amount @5% of the contract amount as Retention Money Deposit (RMD), in such case the EMD amount already deposited will be adjusted. The RMD of the successful bidder will be retained as Security Deposit till the completion of the contract period from the date of issue of work order and will not carry interest.

(e) EMD is not applicable to MSEs for the category of supply of manpower for security services, as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations.

(f) We understand that the period of Annual Service Contract shall be for period from 01.06.2023 to 31.03.2025 year to be reckoned from the date of issue of the Work Order.

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

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract (Certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer

GENERAL INSTRUCTIONS TO THE CONTRACTORS/TENDERER

1. General:

The present tender is being invited for round the clock Security Services under which the contractor shall provide Security Guards to safeguard Security Services at NABARD's Office Building at Bariatu-Booty Road, Ranchi, Officer's Quarter at Khelgaon & New Office building site at Pundag (i.e. building, equipment and material), and staff residing in the premises for the period from 01.06.2023 to 31.03.2025. **(The service contract shall remain in force for the mentioned period with effect from the date of awarding the contract subject to yearly review).**

2. Eligible Bidders:

(a) E-Tender should be submitted on C1 portal only at appropriate place not later than **1400 hrs** on 21 May **2023**. The tenderers should submit the tender document with each page being sealed and signed by authorized signatory of the firm. The firm should enclosed an authorization letter in this behalf.

(b) No tender will be received after **1400 hrs** on 21 May **2023** under any circumstances whatsoever.

3. Tenders(Part I) will be opened on 21 May **2023 at 1500 hrs** or later as convenient to NABARD at NABARD's Regional Office near Water Tank, Bariatu-Booty Road, Ranchi - 834009.

4. The e-Tender shall be finalized as per procedure laid out in C1 Portal.

(a) The tender forms should be duly filled and all entries must be typed / made by hand and written in ink and the complete documents should be scanned in a manner that it is legible. If any of the above documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

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

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

(d) The tender submitted on behalf of a Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender is liable to be rejected by the Bank (Authorisation letter/Power of attorney to be enclosed).

5. NABARD, Jharkhand Regional Office does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reasons for doing so.

6. Retention Money Deposit (RMD) /Security Deposit shall be deposited @ 5% of the approved tender value within 15 days of award of work. The EMD shall be adjusted in RMD/Security deposit as per rules. The security deposit will not bear any interest and will be refunded on expiry of the contract.
7. On receipt of intimation from the Bank of the acceptance of his/their tender the successful tenderer shall be bound to sign an agreement in accordance with the draft agreement, along with other terms and conditions of the tender document.
8. The party shall not sublet any portion of the contract except with the prior written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice, in writing, to the party rescinding the contract whereupon the Security Deposit shall stand forfeited to NABARD, without prejudice to its other remedies against the party.
9. The tenderer must obtain on its own responsibility and at its own expenses all the information which may be necessary for the purpose of submitting the tender and must inspect the site of the work and acquaint itself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.
10. NABARD will provide basic facilities like sitting space, drinking water etc. as available, free of cost. The party should ensure that the workmen do not misuse the facilities provided by NABARD.
11. The pre-qualification that has to be mandatorily complied with for participating in this bidding process is as listed below. The documents indicating the following criteria is to be uploaded in the link provided in the portal along with the bid for verification.
 - (i) The bidder should have experience of similar works during the last **5 years**. Document indicating the same is to be uploaded in the portal link as pdf file.
 - (ii) The annual turnover of the bidder during each of the last **3 years** should be at least ₹90.00lakh and above (to be certified by Chartered Accountant)
 - (iii) The firm should have executed works of value specified below during last three years:
 - (a) three similar works valuing not less than **₹36 lakh**
 - (b) two similar works valuing not less than **₹45 lakh**
 - (c) One similar work valuing not less than **₹72 lakh**.
 - (iv) The bidder should have experience of executing similar works (i.e. providing security services through Security Guards) at sensitive Government Offices/PSUs installations namely at major airports, banks, defence establishments or by providing minimum 12 guards at least at one location.
 - (v) Should have valid license from the Jharkhand Government under Private Security Agencies Regulation Act, 2005 (PSARA Act), 2005.
 - (vi) The bidder should preferably have a Separate (owned) Training Centre, which may or may not be combined with the Corporate or other offices, with constructed area of not less than 1000 sq. ft. The Training center should have trained/certified instructors for training the

guards. They should preferably have specific training and certification program for a minimum of 3 weeks before deployment and at regular intervals thereafter.

(vii) The bidder should have 24*7 control center with availability of Quick Reaction Team (QRT) Services/team for quick deployment if required.

(viii) The contractor/agency should have site office at Ranchi.

12. **Qualification of the Bidders:**

12.1 The Bidder, to qualify for the award of contract, shall upload a written power of attorney authorizing the signatories of the bid to participate in the bid.

12.2 The bidder shall upload full details of his Agency / Firm or, if the bidder is a Proprietorship/Partnership or a Private Limited Company, full details of ownership and name of the directors.

12.3 Bidder shall upload a copy of (Permanent Account No. Card) under the Income Tax Act.

12.4 Bidder must upload copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.

12.5 Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract.

13. **Tender Documents:**

The bidder is expected to examine all Instructions, Terms and Conditions in the Tender document. Failure to furnish all information required in the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

14. **Bid Price:**

Bidder shall quote the price bid duly considering the rates of wages for security personnel not less than the minimum wages as per current Minimum Wages Act, including VDA, allowances and other statutory liabilities as per central / state minimum wages whichever is higher. The prospective bidders who do not meet the statutory requirements are liable to be rejected. Conditional bids/offers will be summarily rejected.

15. **Duration of Contract:-**

The contract shall be valid from 01.06.2023 to 31.03.2025, extendable for two more years subject to annual review of credentials and satisfactory service. NABARD reserves the right to curtail or to extend the validity of contract on the same rates and terms & conditions for such period as may be agreed to.

16. **Earnest Money Deposit:**

16.1 Any Tender wherein the EMD of **Rs. 1,80,000/-** amount is not credited to NABARD in NABARD's Account No. NABADMN38 and IFSC Code No: NBRD0000002 before opening of the bid will be rejected.

16.2 EMD of the unsuccessful bidders will be returned to them after the award of the contract. No interest shall be payable on the same.

16.3 EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

16.4 EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to deposit the security deposit within the time frame specified.

17. **Format and Signing of Bid:-**

As the bid is to be submitted online, care is to be taken that it shall contain no alterations, omissions or additions.

18. **Submission of Bids:-**

(i) The Agency should submit its bid in two parts in C1 portal.

(ii) The Pre-Contract Integrity Pact is to be signed and uploaded in the link given in the e-tendering portal. Hard copy of the same printed in the stamp paper is to be submitted at NABARD Jharkhand Regional Office, Near Water Tank, Bariatu-Booty Road, Ranchi – 834009.

18.1 Earnest Money should be transferred online to the account number Account No. NABADMN38 and IFSC Code No: NBRD00000002 before the opening of the bid or else the tender will be rejected.

18.2 The following documents are to be uploaded along with the duly signed **Technical Bid**: -

- (a) Self-attested copy of PAN No. card under Income Tax Act;
- (b) Self-attested copy of Goods and Service Tax Registration Number;
- (c) Self-attested copy of Valid Registration No. of the Agency/Firm/Company;
- (d) Self-attested copy of Certificate of Registration under Contract Labour (Regulation & Abolition) Act 1970. Details of the License/permission issued by the Competent Authority to operate private security services (attached photocopy of the relevant document duly authenticated)
- (e) Self-attested copy of valid Provident Fund Registration Number;
- (f) Self-attested copy of valid ESI Registration Number;
- (g) Proof of average Annual Turnover as stated in Clause 11 supported by audited Balance Sheets/ certification of Chartered Accountant.
- (h) Proof of experience as stated in Clause 11 Supported by documents from the concerned organizations
- (i) Duly filled and signed Annexure-I to VI.
- (j) Documents in support of PSARA Act 2005 as mentioned.
- (k) Self-attested copy of a cheque of the Agency/Firm/Company.
- (l) Duly filled and signed Pre-Contract Integrity Pact

18.3 The tender shall remain valid and open for acceptance for a period of 90 days from the date of opening of price bid.

19. **Right to accept any Bid and to reject any or all Bids:-**

19.1. The Bank is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

9.2. The Bank may terminate the contract if it is found that the contractor is black listed during last 5 years by the any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/ Public Sector Undertakings, etc.

19.3. The Bank may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement within specified period.

19.4. The bids which are not in consonance of Central/state Minimum Wages Act and any other Labour laws will be treated as invalid.

19.5. The Bank reserves the right to cancel any/all of the bids without assigning any reason thereof.

20. Award of Contract:-

20.1 The Bank will award the contract to the successful bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

20.2 The Bank will communicate the successful bidder by electronic mail confirmed by letter transmitted by courier that his bid has been accepted. (Hereinafter and in the condition of contract called the "Letter of Award")

20.3 The successful bidder will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award.

20.4 The EMD of the successful bidder will be retained as security deposit. The Security Deposit shall not bear any interest and shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Security deposit shall stand automatically extended.

20.5 In case the successful bidder has submitted MSME certificate instead of EMD, the bidder will require to submit the RMD amount of **Rs.1,80,000/-** as security deposit and the same will be retained till the completion of the contract period.

20.6 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

20.7 All the columns in the price bid shall be clearly filled. The bidder should quote the rates and amount tendered by him/them in figures and as well as in words.

20.8 In case the quote of two bids are found same as L1, then work will be awarded as under:

(i) The work may be awarded by NABARD to the bidder having highest marks in the Quality and Cost Based Selection (QCBS) criteria among the L1 bidders. The criteria will include Legal Structure (20 Marks), work Experience (10 marks), Average turnover of last 3 years (10Marks), Number of works in public/ private institutions in last 7 years (5marks) and quantum of work in last 7 years (5Marks).

(ii) In case multiple L1 bidders get same marks in QCBS also, then a Committee of officers from NABARD, Jharkhand Regional Office, will visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work can then be awarded to the bidder with highest marks.

(iii) In case of multiple L1 bidders getting equal marks even after field visits, the final selection can be done based on the draw of lots, as may be decided jointly by the RO and select bidders, or by pulling the highest number from a box containing 30 numbers.

21. Terms & Conditions

Contractor shall provide **26 Security Guard (Without arms) (Office-12 including 01 lady security guard, 07 in Officer's Quarter Khelgaon and 07 in new office building site, Pundag)** with uniform, trained and preferably certified from their or others Training Establishment (mentioned in clause 11.vi) to provide the Bank round the clock, safety, monitoring and surveillance services at its properties.

Note: Female Guard only on working day in Office and rest of the days in Officers/Staff Quarter (only day duty) as decided by the office.

21.1 The agency will quote the rates per shift of eight hours per person per day. **In case of revision in wage structure of Guards (if any) by the Central/State Government, the incremental wages as applicable, will be payable on being claimed by the bidder.** The number of manpower assessed is indicative only. The strength of the Security Personnel can be increased or decreased upon the actual requirements by the Bank. In case of need NABARD may require more guards and the agency should supply the same against extra payment as per statutory provisions.

21.2 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, insurance benefits as per Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Bank and if any change is required on part of the Bank, fresh list of staff shall be made available by the agency after each and every change.

21.3 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Bank.

21.4 The antecedents of security staff deployed shall be verified by the bidder from local police authorities and an undertaking in this regard is to be submitted to the Bank.

21.5 The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank.

21.6 All liabilities arising out of accident or death while on duty shall be borne by the contractor.

21.7 Adequate supervision will be provided to ensure correct & effective performance of the security services of this document and in accordance with the assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. For any visitor/guest coming to colonies, the Security Guard may first check with the colony resident and then only allow the visitor inside. All the material moving inside or outside of the colony must be accompanied by a gate pass or a letter from the owner, which may be filed for official purpose. No charity/sales etc. or activity should be allowed inside the colony without a written permission from Quarters Welfare association. A separate ingress/egress register is to be maintained to note the details of all contract workers entering and exiting the premises.

21.8 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 directions enumerated herein and in accordance with such directions, by the authorized representatives of the Bank as issued from time to time and which have been mutually agreed upon between the two parties.

21.9 The Bank shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Bank.

21.10 The contractor shall be responsible to protect all properties and equipment of the Bank entrusted to it.

21.11 The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills.

21.12 The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 21 and 55 yrs. old but not more than 60 years in any case. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Preferably the personnel with fluency in local language should be deployed.

21.13 The eight hours shift will normally commence from 0600 hrs upto 1400 hrs. 1400 hrs upto 2200 hrs and 2200 hrs upto 0600 hrs. But the timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. **No payment shall be made by the Bank for double duty, if any. A fine of Rs. 500/- is liable in such cases from the Contractor's bill. Authorised Manager must organize surprise visits, (between 12 am and 04 am), to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 500/- per missed visit.** The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.

21.14 The security personnel deployed by the Contractor shall work under overall supervision & direction of the Protocol and Security Officer, NABARD Ranchi or Bank's designated officers at any point of time. They shall specify the services of guards to be obtained in each shift.

21.15 During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the Bank Colonies, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).

21.16 The Bank shall not be responsible for providing residential accommodation to any of the employee of the contractor.

21.17 The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.

21.18 In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit/EMD of the Agency shall stand forfeited.

21.19 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.

21.20 The agency should rotate the security guards deployed by them once in six months.

21.21 The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

(a) The contractor Agency shall be solely responsible for full compliance with the provisions of the "sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/ agency and the contractor/ agency shall ensure appropriate action under the said act in respect of the complaint.

(b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be viewed seriously by the NABARD.

(c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance, any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.

(d) The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

(e) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks premises.

21.22 Requirement of Secrecy - The Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Agency during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Agency and the Bank shall be entitled to claim damages and pursue legal remedies. The Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Agency's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

21.23 Ensure that all persons employed by it, for the purposes for rendering the services required by the Bank, are insured with authorized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The Agency shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.

22. Payment

22.1 The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Caretaker of the Bank Colonies, attested by the P&SO and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that

workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

(a) Contractor shall pay their entitled wages on the last day of the month. It shall not be linked to the payment of the bill.

(b) Payment must be made by the service providers through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will get a bank account opened for every engaged employee.

(c) In order to ensure that such employee get their entitled wages on the last working day of the month, the following schedule will be adhered to:

(d) The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.

(e) While submitting the bill for the next month, the services provider must file a certificate certifying the following:-

(i) Wages of employees were credited to their bank accounts on (date)

(ii) ESI Contribution relating to workers amounting to Rs._____was deposited on (date)
(copy of the challan enclosed)

(iii) EPF contribution relating to workers amounting to Rs._____was deposited on (date)
(copy of the challan enclosed)

(iv) He is complying with all statutory Labour Laws including Minimum Wage Act.

(f) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill by 26th of the month, even then he has to make the payment to the employees on the last working day.

(g) The contractor shall compulsorily issue the salary slip to every security guards & supervisors an indicative format is provided below:-

Sl. No.	Name of Employee		
(i)	Designation	(ii)	Gratuity
(iii)	Bill Month	(iv)	Other Allowance
(v)	Basic	(vi)	HRA
(vii)	ESI No.	(viii)	Deductions Amount
(ix)	PF No.	(a)	EPF (%)
(x)	No. of days present	(b)	ESI (%)

		(c)	Net payment
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(h) The payment register shall be signed by ACT/CT/P&SO

22.2 Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.

22.3 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.

23. Penalty:

(a) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point for shift be deducted from the contractors bill. The Guards deployed should not be frequently changed. They should be deployed for at least a **minimum period of 6 months**. The Bank will penalize the Contractor in case of frequent changes up to an amount of **Rs 1000/-** per guard relieved before 6 months **(except on short leave up to a maximum of 5 days with appropriate replacement on not more than one such occasion during the 6 months)**

(b) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, & is assessed as true by the Bank, a penalty or **Rs.500/-** for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides, the Security Guard found involved in the incident shall be removed from the Premises immediately.

(c) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below:-

(i) 1% of annual cost of order/agreement per week, up to four weeks' delay.

(ii) After four weeks delay, the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.

23.1 If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.

24. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract

shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

25. Obligations of the bidder/ contractor:

25.1 The contractor shall have his/her own Establishment/Setup/Mechanism, etc. at his/her own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. **The contractor/agency should have site office at Ranchi.**

25.2 If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered the authorized signatory without the approval of the Bank.

25.3 The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.

25.4 The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

25.5 The bidder should submit attested copy of registration under the Contract Labour (Regulation & Abolition) Act 1970 of any other employer for whom the Security Agency is currently undertaking the work through contract Labour.

25.6 The security agency shall employ manpower from the category of Security Guards not above the age of **60** years and not below **21** years of age. Manpower engaged should be trained for providing security services preferably at their training establishment or other establishment and proof/certificate regarding the training shall be submitted. The training instructors should mandatorily be ex-servicemen. The contractor should employ ex-servicemen as far as possible.

25.7 The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect. Bank will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty. Violation in this regard is liable to be penalized.

25.8 The contractor shall ensure that Security staff engaged by the contractor do not take part in any staff union and association activities.

25.9 The contractor shall bear all the expenses incurred on the following items i.e. Provision of uniforms (including name badges, belt and shoes), torches and cells, lathis /ballams and other such gadgets to driver staff, security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements. Two sets of uniform to be provided by the contractor per year. All weather gears such as raincoat, woolen sweater, jackets, woolen cap are to be mandatorily provided by the contractor. No uniform allowance/washing allowance will be paid.

25.10 The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank etc.

25.11 The bidder will have to enclose the proof / copies of the challans/Bank Account statements showing payment of statutory dues for the previous month along with monthly bills.

25.12 The bidder should have its own quick response team (with vehicle) in Ranchi, to deal with emergency situations.

25.13 The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

25.14 Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the premises for which security will be provided.

25.15 The contractor shall have his own Establishment and Mechanism to provide periodic training of guards deployed, to ensure correct and satisfactory performance of his duties and responsibilities under the contract. A record of such training should be maintained in a register and available for inspection at all times. The training officer is to meet the P&SO in charge once in a fortnight and debrief on the training imparted.

25.16 That in the event of any loss occurred to the Bank, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Bank, such loss will be made good from the amount payable to the contractor. The decision of the Bank in this regard will be final and binding on the agency.

25.17 The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose to any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

26. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the OIC/Chief General Manager, NABARD, Ranchi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Ranchi only.

27. Jurisdiction of Court

The Courts at Ranchi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

28. Details of Rate

i) The rates quoted are firm and cannot be revised during the contract period except only as per statutory requirements like in case of minimum wage.

ii) The rates should be quoted by the agency strictly as per the price bid format.

iii) The service charge quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor's administrative/overhead charges and service charges/profit and any other charge. Only the service charge quoted shall be considered for comparison.

iv) **Reasonability of Rates** -The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of NABARD reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to (i) ensure successful performance of the contract and (ii) assess reasonability of administrative/Overhead expenses quoted to pre-empt any possibility of exploitation of labour. In case of non-satisfactory explanation, the bid of such bidder/s may be rejected outright, their EMD may be forfeited and they may also be debarred from participating in the rebidding.

29. **Discipline in Performance**

i) **Experience** -All security guard should have the experience of doing work in their respective field in a similar building.

ii) **Wearing Uniform-** They must be in **proper uniform** during the duty hours. The contractor should provide adequate set of uniforms (minimum two sets per year) of quality fabric to the labourers/guards. The uniform shall have to be properly maintained and worn by the labourer/guard being properly cleaned.

iii) **Removal of Labourers/guard-** The contractor shall immediately remove a labourer/guard if asked for by the Bank on the grounds of non-performance of duty, incompetence, indiscipline, misconduct, indulging in illegal activities, causing damage to the property etc. Such labourer should not be redeployed without prior clearance from the Bank.

However, if the contractor wishes to remove a labourer/guard he should do it with prior intimation to the Bank citing valid reason.

iv) **Compliance with Instruction of the Principal Employer-**The agency has to carry out the jobs as per instructions issued by the authorized officials of the Bank. In case of failure to do so the contractor has to compensate the expenses incurred by the Bank for carrying out the deficient job along with 15% extra towards penalty. Such amount shall be liable for recovery from any amount payable to the agency. But, repeated failures by the agency may render the contract liable for termination and forfeiture of security deposit.

30. **Compliance with Labour Laws-**The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, workmen compensation etc. and complying with all such requirements shall be the sole responsibility of the agency and NABARD, in no way, shall be liable for noncompliance with such statutory obligations.

i) In no case the minimum wage for the persons engaged should be less than the central or state rate whichever is higher, for 26 days a month. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government authority.

ii) Besides the minimum wage EPF and ESI at the statutory rates has to be paid to all the contract labourers.

- iii) ***The tender shall be summarily rejected if the amount quoted, after providing for committed non-labour components in the tender like material charges, contractors administrative cost, contractor's profit and all the statutory recoveries like IT-TDS etc., is not sufficient to pay the statutory labour components like minimum wage, EPF, ESI etc (as notified by Central/State Governments).***
- iv) The wage shall have to be directly transferred to the bank account of the worker by the contractor and the documentary proof of the same has to be attached with the bill claiming payment from NABARD in the subsequent month.
- v) In case the contractor fails to pay the minimum wage to the workers NABARD shall directly pay the shortfall to the workers and shall recover the same from any amount payable to the contractor.
- vi) Any complaint of undercutting the statutory dues of the labourer by any means by the contractor shall be viewed seriously. Non-payment of minimum statutory dues by the contractor shall render the contract liable for termination.
- vii) The Contractor shall have to maintain all the registers/records and display notices in the prescribed form as per statutory requirements and these shall have to be produced before the competent officials of NABARD for verification as and when required.
- viii) After getting work order from NABARD, the contractor has to get the license from the government labour authorities for carrying out the job, within the stipulated period as per statutory requirements.
- ix) The contractor would be responsible for the safety of persons employed by him and should take adequate insurance coverage for them, the documentary proof of which shall have to be produced. The Bank shall not carry any responsibility in case of any accident to his workers in the premises.
- x) If, for any reason, NABARD is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, to pay compensation to a workman employed by the contractor, in execution of the works, NABARD will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of NABARD as the Principal Employer under subsection (2) of Section 12 of the said Act, NABARD will be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by it to the contractor under this contract or otherwise. NABARD shall not be bound to contest any claim made against it under subsection (1) of Section 12 of the said Act, except on the written request of the contractor and upon his giving to NABARD full security for all cost for which it might become liable in consequence of contesting such claim.
- xii) Minimum Establishment/ Administrative charges including profit/ overhead, insurance/ other risk coverage quoted shall not be less than 4.01%
- xiii) Service charges quoted by the bidder should be workable.

xiv) The tenders with rates quoted less than the minimum rates specified in the tender document shall be summarily rejected.

Place: (SIGNATURE OF THE TENDERER)

Name:

Date: Seal:

SCOPE OF WORK

PLACE OF WORK

1. NABARD Jharkhand Regional Office, Near Water Tank, Bariatu-Booty Road , Ranchi - 834009
2. NABARD Officer's Quarter, Khelgaon , Ranchi
3. NABARD New Office building Site , Pundag , Ranchi

The contractor shall have to provide round-the- clock security services in the NABARD Office, Officers' quarters, & New Office building Site at Pundag.

The agency shall ensure protection of the staff and families residing in the colonies & property of the Bank, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and antisocial elements, unauthorized persons and vehicle inside the Residential colonies.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the Office Premises and Staff Quarters covered in the contract.
2. Security Agency will ensure that all instructions of the Bank are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Bank for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Bank from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Bank.
6. Security personnel shall also ensure door keeping duties.
7. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.
8. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
9. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open areas all over the premises apart from operating motor pumps.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
11. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.

12. In emergent situations, security staff deployed shall also participate and they should be sensitized for their role in such situations.
13. The Security Guards are required to display mature behavior, especially towards female staff, female and elderly visitors.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.
16. The security guard on duty shall be responsible for switching on and off the common area lights in the mornings and evenings.
17. They shall familiarize themselves with the rescue operations of people struck in the lifts in case of emergency.
18. Visitors register will be maintained by the guards at the main entrance to office and Staff Quarters.
19. The security guards should maintain the updated contact number of the police, fire service, lift maintenance contractor, ambulance, other disaster management authorities and the responsible officials of NABARD and should immediately contact them in case of any emergency or mishap and try to prevent or at least minimize the damage.

All the works mentioned above are indicative only. NABARD may assign any other work related to the main job which may come to notice or emerge in future.

20. Contractor shall provide **Security Guards as per the following requirements.**

21. The number of manpower assessed above is indicative only. It may increase or decrease depending on the actual requirement. In case of need NABARD may require more guards and the agency should supply the same against extra payment as per statutory provisions.

22. Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment.

23. **Working Days & Hours**

All the days of a month. The security guards shall be in such a way that those security guards shall not be further deployed within a cycle of 24 hours. Deployment of guard shall be as indicated at point no.21 of General instruction to tenderers.

The man-power as assessed above should be deployed in such a manner that no labourer shall be required to work without a day's weekly rest and for more than 26 days a month.

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

SPECIAL CONDITIONS OF THE CONTRACT

1. NABARD 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 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."
2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
3. Penalty clause: In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below.
4. Additional Penalty: 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.
5. In case of emergency work, no extra payment for working in odd hour will be made.
6. NABARD reserves the right to change scope of work or the number of labourers during the contract period.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the security services in the entire NABARD Office premises, NABARD Officer's quarters at Khelgaon, Ranchi and NABARD building site at Pundag 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.

Place

(Signature of the Tenderer)

Date

Address

Name and Seal:

SAFETY CODE

1. The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works. Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.
4. A penalty of **Rs. 1,000/-** shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of **Rs. 2,000/-** shall be levied if violation is repeated.
5. Penal action will also be taken if the contractor's supervisors and workmen do not wear the 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. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
6. An adequate insurance coverage 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 employees/workmen while executing the work.

1. Declaration by the Contractor

4. We / I have read and understood the Safety code for the security services at NABARD Office Premises, NABARD Officer's Quarter at Khelgaon, Ranchi and NABARD New Office building Site at Pundag. 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.

Place:

Date:

(Signature of the Tenderer)

Address :

Name and Seal:

Mob.-

ANNEXURE I**BASIC INFORMATION ABOUT THE TENDERER**

1. Names, address of firm/Agency :
2. Date of Establishment :
3. Please specify as to whether Tenderer is sole proprietor Partnership firm/
Private or Limited Company :
4. Name, Designation, Address
and Telephone No. of authorized person :
:
5. Name, Address and Telephone No. of Directors/partners :
6. Registration No. :
7. Copy of PAN card issued by Income Tax Department and Copy of previous
Financial Year's Income Tax Return. :
8. Provident Fund Account No. :
9. ESI Code Number :
10. License number under Contract Labour (R&A) Act 1970 of the Employer :
11. Name and Address of Office at Ranchi who will look after the work:
12. Civil suit or litigation, if any during last 5 years :
13. Declaration by the bidder :

Photo Affix duly and attest

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) (With seal)

Name and Address

ANNEXURE-II**CHECK-LIST FOR PRE-QUALIFICATION FOR SECURITY SERVICES WORK**

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest money	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/Directors also.	
3.	Undertaking on a letter head (as per format prescribed in Annexure-V).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of Goods and Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency.	
7.	Self-attested copy of the License under Contract Labour (R&A) Act 1970, of the employer for whom the Security Agency is Currently undertaking the work.	
8.	Self-attested copy of valid Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No	
10.	Proof of experiences of last three financial years as specified in clause 13 of the NIT (Notice Inviting Tenders) along with satisfactory performance certificates from the concerned employers.	
11.	Annual turnover of last 03 financial years duly Certified by the Statutory Auditors.	
12.	Any other documents, if required.	

Signature of the Bidder**(Name and Address of the Bidder) Telephone No.**

ANNEXURE-III
CHECKLIST FOR TECHNICAL EVALUATION

Sl.No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in lakh/Crores) for the last financial year duly certified by the Statutory Auditors as per Para 13)		
2.	Experience of running Security services (in years) (Para 12)		
3.	Manpower on roll		
4.	Valid License under PSAR Act, 2005 (Y/N)		
5.	Details regarding Experience		
6.	Bankers Solvency Certificate Attached (Y/N)		
7.	Preferably having Training Infrastructure (Para 17) Address and available area of the training establishment (if any)		
8.	No. of Supervisory staff and	Ex-Servicemen Guards =	
9.	Trained Security/Ex- Servicemen	Security Guards =	
10.	On roll.	Supervisory Staff =	
11.	Has your Company ever been Blacklisted? (Y/N) (Para 29.1.2)		
12.	EMD Attached (Para 26.1) (Y/N)		
13.	Documents (as under 35.5) attached (Y/N)		
14.	Quick Reaction Team (para 35.12) (Y/N) and details of the same		
15.	Pre contract integrity pact		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

Signature of the Bidder
Name and Address of the Bidder) Mobile No.

ANNEXURE-IV**(UNDERTAKING TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)**

The Chief General Manager
NABARD
Jharkhand Regional Office
Near Water tank
Bariatu-Booty Road
Ranchi -834009

Tender for Annual Service Contract for providing Security Services at NABARD's Office Building at Ranchi, Officer's Quarter at Khelgaon & New Office building site at Pundag from 01.06.2023 to 31.03.2025

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We, before signing this bid have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We abide by the provisions of Central Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Central/state Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide security services through Security Guards, Security supervisors or Ex-Servicemen Guards as and when required.
5. I/We do hereby undertake that complete security of the Bank's Colonies shall be ensured by our Security Agency, as well as any other assignment considered by the Bank.

(Signature of the Bidder)

Name and Address of the Bidder. Mobile No.

ANNEXURE-V**CLIENT'S REPORT**

(On Client's Letter Head) Performance details of the Firm: M/s

Located at:

1	Work order/Reference No.	
2	Gross Value of the Contract(in Rupees)	
3	Date of commencement of Contract	
4	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5	Reason for delay (if any and whether any penalty/liquidated damage, if any, was imposed on the firm)	
6	Comments on capabilities of the firm (indicate grading)	
a	Quality of Security provided by the firm	Outstanding/Very Good/Good/Satisfactory/Poor
b	Technical proficiency/competence	Outstanding/Very Good/ good/ Satisfactory/Poor
c	Integrity and reliability of the partners/proprietors of the firm	Outstanding/Very Good/ good/ Satisfactory/ Poor
d	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ good/Satisfactory/Poor
e	Dealings in the execution of the work, adherence to schedule and time	Outstanding/Very Good/ good/Satisfactory/Poor
7	Did the firm go for arbitration?	
8	Any other information in your view will help us in making our decision.	

Signature of the Reporting Officer Place (Office Seal)

Mobile No.

Place:

ANNEXURE VI

Draft ARTICLES OF AGREEMENT

On Non-judicial stamp paper

AGREEMENT FOR ANNUAL SERVICE CONTRACT

THIS AGREEMENT is made at Ranchi on thisday 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 having its Jharkhand Regional Office Near Water tank, Bariatu-Booty Road Ranchi - 834009, hereinafter referred to as “**NABARD**” (which expression shall, unless repugnant to the context or 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 and having its registered office at.....hereinafter referred to as the ‘**Contractor**’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

(NABARD and the Contractor are collectively hereinafter referred to as “**the parties**”)

2. WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Service contract for Security Services (hereinafter referred to “**the said works**”) at its Office premises at Jharkhand Regional Office at Near Water tank, Bariatu-Booty Road Ranchi - 834009 and at NABARD Officers and Staff Quarters at Khelgaon, Ranchi-834009 and NABARD New Office building site Pundag (hereinafter collectively referred to as “the said Premises”) for the period from 01.06.2023 to 31.03.2025, vide its letter No.....dated....., issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure” 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 its Letters of Intent No.....dated.....2023 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 with effect from the date of awarding the contract unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc.
2. NABARD shall pay a sum of _____ per month for the period from 01.06.2023 to 31.03.2025 to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. 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, levies, 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/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.
3. 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 in writing in this behalf to the Contractor one month prior to the expiry of the current 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 a further specific period, mutually agreed upon by the parties.
4. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
5. 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.
6. 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 of antecedents of persons by local Police authority.
 - iv. Identity Cards bearing photograph.
7. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure I of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s .

8. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
9. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
10. 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 and the 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 (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
11. 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 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.
12. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
13. 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.
14. 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.
15. 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 or its employee is made party and is supposed to contest the 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 to NABARD or any person authorized by NABARD, on demand. Further, 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.

16. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD.

17. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, 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.

18. 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.

19. 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 CAR policies are required to be at least for 1.25 times of the contract value.

20. 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.

21. 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.

22. 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.

23. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officers of Department of Premises, Security and Procurement, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

24. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor 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.

25. 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.

26. In case, the manpower deployed by the Contractor commits any act of commission/omission 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.

27. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Jharkhand/GoI, whichever is higher on a monthly basis. 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.

28. The Contractor, as a 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 service, etc.

29. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are on time, irrespective of receipt of payment from NABARD. The bank deposit statement should be mandatorily furnished if asked for from time to time.

30. 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.

31. The Contractor shall also 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.

32. 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.

33. 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 suffer 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.

34. The EMD received from the Contractor will be retained by NABARD towards Security Deposit.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. If the services of the contractor are not found satisfactory, the contractor will be given one month's notice to improve his services. If the contractor fails to improve his 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, the contractor firm can terminate the agreement by giving three months' notice in advance. If the Contractor fails to give such three months' notice in writing for termination of the agreement, then the Security 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 the date of termination of this agreement.

41. 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.

42. Resolution of disputes

42.1 This Agreement shall be governed by and construed in accordance with the laws of India.

42.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.

42.3 In case of failure to resolve the disputes 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."

42.4 The venue of the arbitration shall be at Ranchi.

42.5 The language of arbitration shall be English.

42.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, 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 Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

43. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

44. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

45. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

46. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorized officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered By Shri

Signed, sealed and delivered by Shri

DGM/ GM

For & on behalf of NABARD

the duly authorized signatory for & on

behalf of the Contractor

In the presence of

1

2

In the presence of

1

2

ANNEXURE - VII

PRE CONTRACT INTEGRITY PACT

(To be submitted on **Rs. 200/-** Non Judicial Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre-Contract Integrity Pact on Rs.200/- stamp paper shall be rejected out rightly)

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 **“Tender for Annual Service Contract for providing Security Services at NABARD, Jharkhand Office Building and Residential Colonies & NABARD new office building Site, Pundag from 01.06.2023 to 31.03.2025”**. 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 contract

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 3, 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 3, or if the Principal is entitled to terminate the contract according to Section 3, 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 Five 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: The Name of the Independent External Monitor (IEM) mentioned in section 8 is Shri) Shri Sanjay Kumar Panda, IAS (Retd.) 515, Ward No.3, Sideshwar Sahi, Cuttack 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 NABARD Jharkhand Regional Office at Ranchi.

(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.

(For & On behalf of the Principal)
(Office Seal)

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

Place Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)

Place:
Name:
Date:

(SIGNATURE OF THE TENDERER)

Seal:

ANNEXURE - VIII**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the contractor/ service provider for effecting payment

Name and address of contractor/ service provider with phone nos.

.....

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	

Please attach (1) photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card and (3) allotment letter / registration letter under GSTN.

Place: DATE:

(SIGNATURE OF THE TENDERER)

ADDRESS:

NAME

Format – A

Draft FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having address as reproduced below, a customer of our Bank are/is respectable and can be treated as good for any engagement up to a limit of Rs 90 lakh (Rupees Ninety Lakh only). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Seal & Signature)

For the Bank

Mob. No.

Note: 1. Bankers' certificates should be addressed to Chief General Manager, NABARD Jharkhand Regional Office, near PHED Water Tank, Bariatu-Booty Road, Ranchi – 834009. 2. In case of successful Bidder being partnership firm, certificate to include names of all partners as recorded with the Bank

Format- B

Annual Turnover in Rs. during last 3 Financial Years (duly certified a registered Charaterd accountant):

2019-20 -

2020-21 -

2021-22 –

Seal & Signature of the Bidder

Mob No.

Format- C**Details of empanelment of the vendor with other banks / Govt. Depts./Organisations for Security services**

S. No.	Name of the Organisation with address , ph no. etc. where the vendor is empanelled for providing catering services	Category under which empanelled (Financial limit up to which amt. contract has been awarded)	Date up to which empanelment is valid

Seal & Signature of the Bidder
Mob No.

Format-D**DECLARATION**

To whomsoever it may concerned

I/We, hereby declare that neither our firm/company nor the proprietor / any partner / any director of our firm/company is involved in any illegal activities or financial frauds. I/We also declare that there is no FIR / court case pending against us under court of law.

(Seal & Signature)
Proprietor / Director / Authorized Signatory
Name of the Firm/Company
Mob No.
Date

Format-E**Past & Present Experience**

(i) Name of the Banks / Organisations / Corporations / Departments where the vendor has past experience of Security Services along with Name, Designation & Contact details of the key person of those organisations

Sl. No.	Name of the organisation	Location of work	Contract Amount in Rs.	Name and contact number of contact person from that Organisation

Please note that the details furnished should be for Annual Maintenance Contracts of similar nature (Security Services) only

**Seal & Signature of the Bidder
Mob No.**

(ii) List of important works on hand costing Rs. 90 lakh and above (annually) with experience in executing works of similar work i.e. Security Services

Sl. No.	Name of the organisation	Location of work	Contract Amount in Rs.	Name and contact number of contact person from that Organisation

Please note that the details furnished should be for Annual Maintenance Contracts of similar nature (Security Services) only

**Seal & Signature of the Bidder
Mob No.**

ANNEXURE- IX
Scoring Model of QCBS

S.no.	Description	Score
1.	Legal Structure	20
	Private/Public limited	20
	Partnership	15
	Proprietorship	10
2.	Work Experience in the field of security service	10
	≥ 15 years	10
	≥ 10 < 15 years	5
	≥ 5 < 10 years	2
3.	Average Turn Over during the last 3 years ending 31.03.2022	10
	≥180 lakhs	10
	≥120 < 180 lakhs	5
	≥ 90 < 120 lakhs	2
4.	No. of Assignments in Public/Corporate institutions (with supply of 26 and above manpower per year) handled in India in last 3 years (as on date of bid submission)	5
	≥ 20	5
	≥15 < 20	3
	≥10 < 15	1
5.	Number of executed security services work in Public/Corporate institutions in Ranchi for the last 3 years	5
	≥5	5
	≥2 or <5	3
	≥1	1
	Total marks	50

Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model out of total 50 marks.

Place :

Date : (Signature of the Tenderer)

Address : Name and seal

PART-II
PRICE BID

NABARD's JHARKHAND REGIONAL OFFICE, RANCHI

Tender for Annual Service Contract for providing Security Services at NABARD's Office Building at Ranchi, Officer's Quarter at Khelgaon & New Office building site at Pundag from 01.06.2023 to 31.03.2025.

Description of Property: NABARD Jharkhand Regional Office, Near Water tank, Bariatu-Booty Road Ranchi – 834009 & NABARD Officer's Quarter **Khelgaon, Ranchi and NABARD new Office building site at Pundag**

Period of AMC – 01 June 2023 to 31 March 2025 (which can be renewed subsequently at the sole discretion of NABARD, if services are found satisfactory for further period of two years, one year at a time).

Rates to be quoted based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.

The bidders are required to quote only the service charge as under:

Description	Service charge in %age (To be filled by the bidders)
Service Charge (service charge less than or equal to the applicable TDS (IT-TDS and/or GST -TDS) would be treated as unresponsive and invalid and liable for rejection). It includes Administrative Charges, maintenance charges Overhead/Profits, Uniform Charges, Insurance, other risk coverages, material Charges etc. (It should be Minimum 4.01 %)	

Note:

1. Wages payable to contract labour/ security guard will include the following components:-

Sr No	Description	Prevailing rate	Remarks
i.	Minimum Wages (Basic wages + Variable DA)	As per Central / State Govt. Order, whichever is higher	Notified by Govt. of India / State Govt from time to time.
ii.	Employees Provident Fund (EPF)	13% of Minimum Wages	The contributions are payable on maximum wage ceiling of Rs.15,000/- per month or revised from time to time
iii.	Employees State Insurance (ESI)	3.25% of Minimum Wages	The contributions are payable where the monthly wages are below

			Rs.21,000/- or revised from time to time.
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2. The proof of statutory payments such as Minimum Wages, EPF and ESI to contract workers for the preceding month are to be produced by contractors for Settlement of bills of succeeding month.
3. **Minimum wages per month will be basic wage plus variable DA per day x 26.**
4. **The total no. of security guards required for all the three places (NABARD's Office Building at Ranchi, Officer's Quarter at Khelgaon & New Office building site at Pundag) will be 26 at present.**
5. **Total AMC charges per month will be worked out as under:-
(Minimum wages per month per guard + ESI+PF) x26 plus service charges on minimum wages per month plus GST.**
6. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors may be advised to quote service charges after due diligence which should be reasonable and workable.
7. The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
8. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
9. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
10. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.
11. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection. (It should be Minimum 4.01 %).
12. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
13. Non-compliance of any of the above conditions mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.
14. In the event of more than one bidder quoting the lowest amount, the L1 bidder shall be decided by following the QCBS.
15. Rates are to be quoted as per scope of security services after visiting the site.
16. 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
 - (ii) Revision of ESI, PF and statutory taxes like GST to the relevant extent.
17. Before deployment of staff, their bio-data/ competence shall be verified by the Bank's official in the beginning of AMC as well as on changing the staff/labour.
18. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.
19. The contractor has to submit bill on monthly basis.

20. Deductions will be made in the bill payments as per the applicable penalty clauses in the tender document.

(i) The contractor will comply with Labour Laws requirements and maintain the muster roll 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.

(ii) The agency is required to strictly comply with all the statutory requirements relating to labour like payment of minimum wages, ESI, PF, bonus, workmen compensation etc. and complying with all such requirements shall be the sole responsibility of the agency and NABARD, in no way, shall be liable for noncompliance with such statutory obligations.

(iii) In no case the minimum wage for the persons engaged should be less than the Central or State rate (for Jharkhand State) whichever is higher, for 26 days a month. The contractor shall be entitled to claim the differential wage as and when the minimum wage is revised by the appropriate government authority.

21. The tenders with service charge quoted less than the minimum percentage specified in the price bid document shall be summarily rejected.

22. Service Charges is to be quoted only up to 2 decimal points.

Accepted all terms & conditions of price bid

Place

Date

Signature of the Tenderer

Address

Name and Seal