



NABARD, Regional Office, Bangalore

**Annual Service Contract for providing Security Services at NABARD,
Bangalore Office Building and Residential Colonies 2018-19**

PART – I

Name of the Agency: _____

Address: _____

Landline and Mobile: _____

Last date of Submission: Before 14:00 hour on 26 Feb 2018

Subject: Tender form for providing Security Services at NABARD Bangalore Office Building and Residential Colonies - 2018-19

Instructions to Bidders

1. General:

The present tender is being invited for round the clock Security Services under which the contractor shall provide Security Guards to safeguard Bank's Regional office Building, Residential Quarters (i.e. building, equipment and material), and staff residing in the premises for the period from 01 April 2018 to 31 March 2019. Schedule of Tendering events is given at Annexures.

2. Eligible Bidders:

2.1. The Bidder should be providing similar kind of services for at least last three consecutive years and having average annual turnover in of **Rs. 1.5 Crores** or above per year during the last three financial years for providing Security Services alone, out of which, at least **one** similar work costing not less than **80** Lakhs.

2.2. The bidder should have experience of executing similar works (i.e. providing security services through Security Guards) at sensitive Government Offices/ installations namely at major airports, sensitive defense establishments or nuclear power plants by providing minimum 50 guards at least at one location.

2.3 Should have valid license from the Karnataka Government under Private Security Agencies Regulation Act, 2005 (PSAR Act), 2005.

2.4 Should have a Separate (owned) Training Centre, NOT 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 have specific training and certification program for a minimum of 3 weeks before deployment and** at regular intervals thereafter.

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

3. Qualification of The Bidders:

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

3.2. The bidder shall submit 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.

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

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

3.5. 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. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency.

4. Tender Documents:

4.1. Contents of Tender Documents.

The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions.
- (c) Tender form for providing security services ([Annexure-I](#))
- (d) Scope of Work ([Annexure-II](#))
- (e) Check list for Pre-qualification Bid ([Annexure-III](#))
- (f) Check list for Technical Evaluation ([Annexure-IV](#))
- (g) Undertaking ([Annexure-V](#))
- (h) Client Report ([Annexure-VI](#))
- (i) Price Bid for Security Guard ([Annexure – VII](#))

4.2. The bidder is expected to examine all Instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by 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.

4.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

5. Preparation of Bids

5.1. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 4.1 (d) shall be deemed as incorporated in the Bid.

5.1.1. The bidder shall, on the dates given in the Notice Invitation to Tender, submit his bid in sealed envelopes super- scribed with the name of the bidder particulars Tender No, Title. The sealed envelope shall be addressed to the **Chief General Manager, NABARD Regional Office, 46 K G Road, Bangalore-560009**, and dropped in the tender box kept at 4th floor A Wing, DPSP, RO Bangalore.

5.1.2. One copy of this Tender document with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

5.1.3. The bidder shall deposit Bid Security /Earnest Money Deposit (EMD) of Rs. **1,60,000/-** in the form of an Account Payee Demand Draft/Banker's Cheque/ Pay Order drawn in favour of "**NABARD,Banaglore**" issued by any Nationalized / Commercial Bank along with the Tender document. EMD / Bid security of the unsuccessful bidders will be returned to them at the earliest after the award of the contract without interest. The bidder shall give particulars of bank account(name of the account holder, type of account, account number, address of the bank) for drawing the cheque EMD amount in case of unsuccessful bidders.

5.1.4. The Bidder shall furnish the details regarding total number of executed & successfully completed contracts, as stated in Clause 2.1 & 2.2 and enclose copies of contract award letters and experience certificate.

5.2. Bid Prices:

5.2.1. Bidder shall quote in the price bid, rates of wages for security personnel no less than the minimum wages as per current Minimum Wages Act, by giving break up of basic wages, including VDA, allowances, relieving charges, and other statutory liabilities as per central minimum wages. The prospective bidders who do not meet the statutory requirements are liable to be rejected.

5.2.2. Conditional bids/offers will be summarily rejected.

5.3. Form of Bid:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder.

5.4. Duration of Contract:-

The contract shall be valid for **one year (from 01 April 2018 to 31 March 2019)** extendable for two more years subject to review every year for satisfactory service only. The Bank 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.

5.5. Bid Security:

5.5.1. Any Tender not accompanied by **Bid Security / EMD of Rs. 1,60,000/-** shall be rejected.

5.5.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity including extension of validity, if any, and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.

5.5.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

5.5.4. Bid Security 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 i.e. within a fortnight of award of contract which can be extended by the Bank up to a maximum of further two weeks on the written request of successful bidder.

5.6. Format and Signing of Bid:-

5.6.1. The bid shall contain no alterations, omissions or additions except to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

6. Submission of Bids:-

6.1 The Agency should submit its bid in three parts. Each part should be submitted in a separate sealed cover as under:-

(i) Bid Guarantee (Earnest Money) should be placed in a separate sealed cover duly super scribed "BID GUARANTEE FOR AWARD OF CONTRACT FOR PROVIDING SECURITY SERVICES"-**Part I**

(ii) Technical Bid should be placed in a separate cover duly super scribed "TECHNICAL BID FOR AWARD OF CONTRACT FOR SECURITY SERVICES"-**Part II** ([Annexures I, III, IV, V & VI](#))

(iii) Price Bid should be placed in a sealed cover duly super scribed "PRICE BID FOR AWARD OF CONTRACT FOR SECURITY SERVICES".-**Part III** ([Annexure VII](#))

(iv) Schedule of Events is given at [Annexure VIII](#).

Above three envelopes should be placed in a big envelope, which shall form the main cover. This main cover must be super scribed "TENDER FOR AWARD OF CONTRACT FOR SECURITY SERVICES 2018".

The last date for submission of duly filled in tender forms is 26 Feb2018 by 14:00 hrs. The tender should be addressed **Chief General Manager, NABARD Regional Office, 46 K G Road, Bangalore-560009.**

6.2. The sealed cover of **Technical Bid** should consist of the following documents:-

- (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.
- (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 2.1 supported by audited Balance Sheets/ certification of Chartered Accountant.
- (h) Proof of experience as stated in Clause 2.2. Supported by documents from the concerned organizations
- (i) Duly filled and signed [Annexure-I](#) to [VI](#).
- (j) Documents in support of PSAR Act 2005 as mentioned in 2.3 above.

6.3. The sealed cover of **Price Bid** should contain [Annexure-VII](#) i.e. **Price Bid**.

6.4. All the sealed covers shall be addressed to the **Chief General Manager, NABARD Regional Office, 46 K G Road, Bangalore-560009** and dropped in the Tender Box available at 4th Floor A Wing DPSP.

6.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender/extended date if any.

7. Bids

7.1 Bid Opening:-

7.1.1. The Prequalification/ Technical Bids will be opened by a Tender Opening Committee in the presence of the Bidders or of their authorized representatives who choose to attend at the appointed place and time.

7.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

7.1.3. Conditional bids will also be summarily rejected.

7.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders or their authorized representatives

7.2 Right to accept any Bid and to reject any or all Bids:-

7.2.1. 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.

7.2.2. 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.

7.2.3. 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.

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

8 Award of Contract:-

8.1 The Bank will award the contract to the successful evaluated 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.

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

8.3 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 until extended by the Bank up to a maximum of another two weeks.

8.4 The successful bidder shall be required to furnish a Performance Security in the form of Security Deposit within 15 days of receipt of 'Letter of Award' for an amount of **Rs.1,60,000/-** in the form of an Account Payee Demand Draft/Pay Order/Banker Cheque issued from any Nationalized /Commercial Bank., in favour of "**NABARD,Bangalore**".

The successful bidder can also apportion the EMD towards the security deposit. The Performance Security / Security Deposit 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 Performance Security shall stand automatically extended.

8.5 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.

8.6 All the columns shall be clearly filled in ink legibly or typed. The bidder should quote the rates and amount tendered by him/them in figures and as well as in words.

Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

9 Terms & conditions

9.1 Contractor shall provide **01 Security Supervisor, 01 Lady Guard (General Shift on working days for office) & 29(12-office,12-NLO Qts-03 BTM Qtrs. &02 Rahjea park Quarters)** uniformed, **trained and Certified** (from their Training Establishment mentioned in **pare 2.4**) personnel round the clock, to the Bank for providing safety, monitoring and surveillance services at its properties.

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 Government, the incremental wages as applicable, will be payable on being claimed by the bidder.** The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the Bank.

9.2. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation 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.

9.3. 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.

9.4. 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.

9.5. 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.

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

9.7. Adequate supervision will be provided to ensure correct & effective performance of the security services as per para 9.13 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. person or activity should be allowed inside the colony without a written permission from Quarters Welfare association. A separate ingress/egress register to be maintained to note the details of all contract workers entering and exiting the premises.

9.8. 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 may issue from time to time and which have been mutually agreed upon between the two parties.

9.9. 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.

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

9.11. 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.

9.12. 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 45 yrs. old but not more than 50 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.

9.13. The eight hours shift will normally commence from 0600 hrs. up to 1400 hrs. 1400 hrs. up to 2200 hrs. and 2200 hrs. up to 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, at least 3 visits during day and 2 during nights (between 12 am and 04 am) every week, 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.

9.14. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Protocol and Security Officer, NABARD Bangalore. They shall specify the services of guards to be obtained in each shift.

9.15. 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).

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

9.17. 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.

9.18. 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.

9.19. 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.

9.20 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 taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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.

9.23 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.

9.24 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.

10. Payment

10.1. 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:
 - i) Monthly bill cycle will be from 24th day of the previous month to 23rd day of the current month.

- ii) Monthly bill as per above cycle, will be submitted by the service provider on 26th of the current month.
- 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:-

Name of Employee's Month	Designation No. of Days present:-
SALARY STATEMENT Payable paid	ESI No. PF No.
BASIC BONUS HRA GRATUITY OTHERS ALLOW. ADD. ALLOW/LATE DUTY GROSS WAGES OT GROSS WAGES + OT DEDUCTIONS(TAXES AND ANY OTHER CHARGES) NET PAYABLE (Rs.)	DEDUCTIONS AMOUNT EPF (%) ESI (%) SECURITY DEPOSIT TOTAL DEDUCTION:

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

10.3. 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.

10.4

(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 of 3 months**. The Bank will penalize the Contractor in case of frequent changes up to an amount of **Rs 1000** per guard relieved before 3 months (**except on short leave up to a maximum of 5 days with appropriate replacement on not more than one such occasion during the 3 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 of 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.

10.5. 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.

11. 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.

12. Obligations of the bidder/ contractor:

12.1 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.

12.2. 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.

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

12.4 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.

12.5 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.

12.6. The security agency shall employ manpower from the category of Security Guards not above the age of 50 years and below 21 years of age. Manpower engaged should be trained for providing security services at their training establishment and proof/certificate regarding the training shall be submitted.

12.7 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.

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

12.9 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.

12.10 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.

12.11 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.

12.12 The bidder should have its own **quick response team (with vehicle) in Bangalore City**, to deal with emergency situations.

12.13 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.

12.14. 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.

12.15. 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 to meet the P&SO in charge once in a fortnight and debrief on the training imparted.

12.16. That in the event of any loss occasioned 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 tenderer. The decision of the Bank in this regard will be final and binding on the agency.

12.17 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.

13. 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 Chief General Manager, NABARD, Bangalore.

(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 Hyderabad only.

14. Jurisdiction of Court

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

ANNEXURE-I

**TENDER FORM FOR PROVIDING SECURITY SERVICES IN
NABARD OFFICE & RESIDENTIAL COLONIES-2018-19**

1. Names, address of firm/Agency/
Company and Telephone
Numbers _____

2. Registration No. _____
3. Name, Designation, Address
and Telephone No. of
authorized person _____

4. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm/Private or Limited
Company _____

5. Name, Address and
Telephone No. of Directors/partners _____

6. Copy of PAN card issued by
Income Tax Department and
Copy of previous Financial
Year's Income Tax Return. _____
7. Provident Fund Account No. _____
8. ESI Code Number _____
9. License number under
Contract Labour (R&A)
Act1970 of the Employer _____

Affix duly
Attested P.P.
Size recent
photograph of
the prospective
bidder.

10. Details of Bid Security/Earnest

Money deposit: _____

(a) Amount: _____

(b) Demand Draft/ Pay Order /
Banker Cheque No. _____

(c) Date of issue: _____

(d) Name of issuing Bank: _____

11. Any other information: _____

12. Declaration by the bidder:

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)
Name and Address
(With seal)

ANNEXURE-II

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the- clock security services in the NABARD Office & Residential Colonies.

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 anti-social 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 Bank Colonies 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 all over the premises.
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/supervisor deployed shall also participate and they should be sensitized for their role in such situations.
13. The Security Supervisor/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.

ANNEXURE-III**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

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 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual turnover of last financial year 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-IV**Checklist for Technical Evaluation**

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Crores) for the last financial year duly certified by the Statutory Auditors Para 2.1)		
2.	Experience of running Security services (in years) (Para 2.2)		
3.	Manpower on roll		
4.	Valid License under PSAR Act, 2005 (Y/N)		
5.	Details regarding Experience		
6.	Bankers Opinion Report Attached (Y/N)		
7.	Training Infrastructure (Para 2.4) Address and available area of the training establishment		
8.	No. of Supervisory staff and trained Security/Ex- Servicemen on roll.	Ex-Servicemen Guards = Security Guards = Supervisory Staff =	
9.	Has your Company ever been Blacklisted? (Y/N) (Para 7.2.2)		
10.	EMD Attached (Para 5.1.3) (Y/N)		
11.	Documents (as under 12.5) attached (Y/N)		
12.	Quick Reaction Team (para 12.12) (Y/N) and details of the same.		

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)
Telephone No.

ANNEXURE-V

(TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)

UNDERTAKING

To

The Chief General Manager
Karnataka Regional Office
46 K G Road
Bangalore
Karnataka -560009.

Subject: Tender for providing security services - 2018-19)

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 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 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.
Telephone No.

ANNEXURE-VI**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)

Place:

Date:

ANNEXURE VIII**SCHEDULE OF EVENTS**

Bid Document Availability	Bidding document can be obtained from our office or can be downloaded from website: http://www.nabard.org/tenders.aspx From : 06 February 2018, 14 hrs To : 26 February 2018, 14 hrs
Last date for requesting clarification (optional)	Up to 14:00 hrs. on 19 Feb2018
Pre - bid Meeting for clarifications to queries raised. (optional)	On 21 Feb 2018 At 15:00 Hrs Venue : 4th Floor Conference hall
Last date of submission of Tender	Up to 14:00 Hrs. on 26 Feb 2018
Opening of Technical Bids	<u>15:30 hrs. On 26 Feb 2018</u> Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.
Opening of Commercial Bids	On a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.
Contact Details	
Address for Communication and submission of bid.	NABARD Regional Office. 46 K G Road DPSP 4 TH Floor A Wing , Bangalore -560009
Telephone	Landline : 080-22076560 :080- 22076410

Annexure-VII**PRICE BID****Tender for security services****Rates for security guards as per minimum wages rates of central Government****(To be submitted separately in a sealed envelope indicating Price Bid)**

Sl. No.	Particulars	Security Guards	Lady Guard (General Shift)	Supervisor (General Shift)
1.	Wages			
2.	Relieving Charges		NA	NA
4.	Employer Contribution of ESI			
5.	Employer Contribution of EPF			
6.	Agency Charges			
7.	Any other charges			
8.	Tax(es) as applicable			
10.	Grand Total			

(Signature of the Bidder)
Name and Address of the Bidder.

Dated:-