

Annual Maintenance Contract for Providing Security
Services at Chhattisgarh Regional Office & its Quarters



Department of Premises, Security and Procurement,
NABARD
CHHATTISGARH,
Regional Office, Plot No.1,
Sector no. 24,
Naya Raipur, Chhattisgarh – 492018
dpsp.raipur@nabard.org

Date of issue of tender document	08-05-2021
Pre Bid Meeting with bidders	20-05-2021 (1500 hours)
Due date and time for submission of tenders	30 -05-2021 (1600 hours)
Date and time of opening technical bids	31-05-2021 or later as convenient to NABARD
Date and time of opening of BOQ/ price bids	48 hours from the final evaluation of Technical bids or later as convenient to NABARD.

Table of Contents

Sl. No.	Particulars	Page No.
1.	Pre Contract Integrity Pact	3
	PART – I Technical (Qualification) Bid	
2	Notice Inviting Tender	13
3.	Pre-Qualification Criteria	16
4.	Instructions to Tenderer	25
5.	General instructions and General conditions of the contract	27
6.	Special Terms and Conditions - Scope of Work	33
7.	Safety Conditions of the Contract	38
8.	Schedule-I – Requirement of Security Guards	39
9.	Form of Tender	40
10.	Draft Articles of Agreement	42
11.	Annexure I – Specimen of Letter of Authorisation	46
12.	Annexure II – Letter of Indemnity and Undertaking	47
	PART – II (Financial Bid)	
13.	Preamble to Schedule of Quantities	51
14.	Financial Bid- Cost per Shift per Month	53

Pre-Contract Integrity Pact

1.

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

General

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

WHEREAS the BUYER proposes to procure **Annual Maintenance Contract for providing Security Services & Security Guards for its office premises and its Quarters at 03 locations in Naya Raipur for the period 01st June 2021 to 31st May 2023** and the BIDDER/Seller is willing to offer/has offered the same and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any

bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

5.1 While submitting the commercial bid, the BIDDER shall deposit an amount Rs. _____ (Rupees _____ only) as Earnest Money/Security Deposit, with the BUYER through a Bank Draft or a Pay Order in favour of **National Bank for Agriculture and Rural Development** payable at Mumbai

5.2 The Earnest Money/Security Deposit in respect of unsuccessful bidders shall be returned within four weeks, only after the successful completion of the Bid Process. The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of _____ only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/ Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Performance Bank Guarantee

6.1 The successful Bidder shall, at his own expense, deposit with the Chief General Manager, NABARD, Chhattisgarh RO, within 10 days of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand in terms of _____ (mention relevant clause here) for an amount equivalent to _____ per cent of the of the total order value of _____ (value of tender work) in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

6.2 The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

6.3 Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.

NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

6.4 The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the warranty period of _____ years after due performance of the obligations of the Bidder under the contract.

7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash Earnest Money Deposit and Performance Bond/Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

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

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

8. Fall Clause

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

9. Independent Monitors

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

9.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

The Independent External Monitor appointed for NABARD is **Shri Pramod Kumar Sangewar, IRSS (Retd.), House no. 12-5-65/1, Flat no. 109, Sri Harsha Sethuram Unique Vijayapuri Colony, Lalaguda South, Secundarabad 500017, Telangana (sangewarer@gmail.com).**

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

10. Facilitation of Investigation

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

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

12. Other Legal Actions

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

13. Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties here hereby sign this Integrity Pact at _____ on _____.

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
CHHATTISGARH REGIONAL OFFICE, RAIPUR



BUYER	BIDDER
Name of the Officer	Chief Executive Officer
Designation	
NABARD	
Witnesses: 1	Witnesses: 1
Witnesses: 2	Witnesses: 2

Format for complaint to Independent External Monitor (IEM)

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

Signature and Date

PART – 1

Technical Bid

2. NOTICE INVITING TENDER

Tender for Annual Maintenance Contract for Providing Security Services at NABARD, CHHATTISGARH Regional Office and its Quarters at 03 locations in Naya Raipur

National Bank for Agriculture and Rural Development (NABARD), CHHATTISGARH Regional Office intends to award the **Annual Maintenance Contract for providing Security Services & Security Guards for its office premises and its Quarters at 03 locations in Naya Raipur for the contract period 01st September 2021 to 31st August 2023**. For this, a two stage bidding process under GeM i.e. Technical Qualification with respect to Techno-Commercial aspects and Competitive Rates is being followed. Tender documents can also be downloaded from our website www.nabard.org under the tender column. Contractors registered on GeM may only apply.

- 1) National Bank for Agriculture and Rural Development (NABARD) has its CHHATTISGARH Regional Office at Plot No. 1, Sector no. 24, Naya Raipur, Chhattisgarh -492018. The total number of Security guards and the services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. *The tenderers are advised to visit the site(s), conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
- 2) Tenders will be applied on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (**as per Section I, II, III & IV**), along with proof of having submitted EMD; and terms & conditions in prescribed tender document. **The PART-II of the tender shall contain only the financial bid in the prescribed format in GeM.** No other terms & conditions should be there in the financial bid. If any additional terms & conditions are stipulated in the tender document, the tender shall be summarily rejected.
- 3) The PART-I (Technical Qualification Bid) of the tender shall be opened first on as per GeM procedure. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened / considered.
- 4) NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.
- 5) Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, are liable to be rejected.
- 6) Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the **"The Chief General Manager, National Bank for Agriculture and Rural Development, CHHATTISGARH Regional Office at Plot No. 1, Sector no. 24, Naya Raipur, Chhattisgarh -492018"** who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
CHHATTISGARH REGIONAL OFFICE, RAIPUR



meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

- 7) The tenderer shall deposit Earnest Money Deposit (EMD) **Calculated as : Rs.10,000/- plus ½% of the amount above Rs.5.00 lakh (subject to a maximum of Rs.50,000/-) by directly crediting the amount in our Current Account as per the details given below**, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders. We request you to give us a copy of the acknowledgement regarding your crediting the EMD to our Account along with tender document failing which the tender will not be considered for acceptance. MSME, NABARD empanelled vendors and other eligible organizations will be exempt from payment of EMD as per prevailing Govt. instructions upon submission of proof.
- 8) The details of account of NABARD are furnished below:-
लेखा का नाम / Name of Account : National Bank for Agriculture and Rural Development
खाता संख्या / Account Number (VAN) : NABADMN39
बैंक का नाम / Bank Name: NABARD
शाखा नाम / Branch Name : HEAD OFFICE, MUMBAI
IFS कोड / IFS Code: NBRD0000002
- 9) Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to **31st August 2023** except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**
- 10) The successful tenderer will be required to submit @ **5%** of the accepted value of tender (total value of the contract for two year), as Retention Money Deposit (RMD) within 15 days of award of work, which will be reckoned toward the Security Deposit and shall be refunded after 60 days from the expiry of the satisfactory AMC period and will not bear any interest. The Earnest Money Deposit (EMD) of the successful tenderer shall be adjusted towards the RMD.
- 11) The Security Deposit / RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.
- 12) A Pre-bid Meeting shall be held on **20th May 2021 at 1500 hours** in the office of NABARD, CHHATTISGARH Regional Office, Plot No. 1, Sector no. 24, Naya Raipur, Chhattisgarh-492018. You are also invited to attend the meeting after visiting the sites for clarification of your doubts / queries, if any. **The owner/representative attending the meeting should carry the Letter of Authorization from their organisation as per Annexure-I.**
- 13) **Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact (as per relevant stamp act of the state) failing which the tender will be rejected. All prospective bidders / vendors have to enter into an Integrity Pact with the Bank otherwise, they will not be eligible to participate in the tendering process. The pre-contract Integrity Pact should be submitted in original to “The Chief General Manager, NABARD, CHHATTISGARH Regional Office, Plot No. 1,**

Sector no. 24, Naya Raipur, Chhattisgarh- 492018” on or before 30th May 2021.

14) The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

Shri Pramod Kumar Sangewar, IRSS (Retd.),
House no. 12-5-65/1, Flat no. 109,
Sri Harsha Sethuram Unique Vijayapuri Colony,
Lalaguda South, Secundarabad 500017, Telangana.

15) This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of GeM portal, preference shall be given to the rules / provisions given in our tender document.

Yours Faithfully,

--sd--

(P K Mishra)

Deputy General Manager

3. PRE-QUALIFICATION CRITERIA

To be submitted along with EMD Calculated as : Rs.10,000/- plus 1/2% of the amount above Rs.5.00 lakh (subject to a maximum of Rs.50,000/-)
(Approx. value of tender is Rs.58.00 lakhs annually)

INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA

Please note that pre-bid pre-contract integrity pact is invariably to be submitted on or before 30th May 2021, failing which the tender shall be outrightly rejected.

1. The work involved is Annual Maintenance Contract for providing **Security Services & Security Guards for its office premises and its Quarters at 03 locations in Naya Raipur**. Scope of work and services to be provided are indicated in the “**SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)**” and “**Scope of work: (Part B) – Illustrative**” of this tender. *The tenderers are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
2. The contractors should have experience of similar works during the last 7 years (ending 31.03.2021) and who fulfill the following criteria are eligible to tender: -
 - Should have carried out **minimum 1 similar work** with Govt./PSUs during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than 80 % of the estimated cost.
 - OR
 - Should have carried out **minimum 2 similar works** with Govt./PSUs during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than 50 % of the estimated cost.
 - OR
 - Should have carried out **minimum 3 similar works** with Govt./PSUs during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than 40 % of the estimated cost.
 - The tenderers should have average Annual Turnover of at least 30 % of the estimated cost of the tender each year, during the last three years ending 31 March 2021 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
 - The tenderers should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, PSARA etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable, and furnish copies of the same along with tender (with the Pre-Qualifying Bid). Agency should have a valid license as per The Private Security Agencies (Regulation) Act (PSARA), 2005 or from any other competent authority to operate a

security agency in the State of CHHATTISGARH and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.

- Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Technical Qualification bid i.e. Part-I of the tender.
- Should have their own office within the city limits of Raipur / Naya Raipur. Tenderers are requested to submit the following documents in **PART - I** (Technical bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc., **during the last three years in CHHATTISGARH State.** “Similar Works” means experience in executing Annual Maintenance Contract **for Security Services by Security Guards** in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc., **having registered office or such similar setup in CHHATTISGARH.**

ii) IT returns of last three consecutive financial years.

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

iv) Information in Section-I, II, III & IV as per enclosed proforma.

3. Intending tenderers are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
5. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART–II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.
6. After scrutiny of Part-I (Technical Qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.

7. Applications containing false and/or inadequate information are liable for rejection.
8. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
9. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, CHHATTISGARH Regional Office, Plot No. 1, Sector no. 24, Naya Raipur, Chhattisgarh-492018.
- 10. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state) failing which the tender will be summarily rejected.**

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

Date:

Place:

Address

Signature of the Tenderer with seal

Section-I - Basic Information

Sl. No.	Particulars	Bidder's response
1	Name of the Tenderer/agency/ contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3 4 5
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empanelled for similar service with a Government/ Semi- govt / Municipal Authorities or any other public organization ? If yes, name of the authority and since when?	(Yes/ no)
7	Work Experience a Details of work experience in security services b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings at any other center should also be given.	

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
CHHATTISGARH REGIONAL OFFICE, RAIPUR



8	a) Areas of business activities, other than security services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by NABARD, in case it is so needed)	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2020.)	<u>Annual turnover</u> Rs. _____ Rs. _____ Rs. _____ Rs. _____ Rs. _____
13	Number of supplementary sheets attached	

14	<p>a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No)</p> <p>b) If yes, please give following information (suit-wise/ project-wise):</p> <p>i. Name of the Project & Organisation</p> <p>ii. Nature of work</p> <p>iii. Work Order No. and Date</p> <p>iv. Present stage of work</p> <p>v. Value of contract</p> <p>vi. Brief details of litigation</p>	
15	<p>i. Permanent Account Number (PAN)</p> <p>ii. TIN</p> <p>iii. Goods and Service Tax Registration No.</p> <p>iv. EPFO Registration No.</p> <p>v. ESIC Registration No.</p> <p>vi. Regional Labour Commissioner Registration (Copy of above documents to be enclosed)</p> <p>vii. PSARA registration certificate</p>	

Notes: Please attach self-certified copies of the following documents:

a) Latest Income Tax Clearance Certificate

b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years.

Section-II -Previous Experience

- a) List of important works executed by the firm during last three years costing 40 percent or above of the estimated value of contract with experience in executing works of similar work i.e. security service in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

Sl. No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt.	Contract Amount (Rs.)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- b) List of important ON HAND works costing 40 percent or above of the estimated value of contract in the field of security service. (Please attach extra sheets if required).

Sl. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt.	Contract Amount (Rs.)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Section-III - Security Personnel and Experience

1. List of Security Personnel, giving details about their technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

Sl. No.	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organisation	Any Other relevant information / Number of Ex-Servicemen

2. **List of available tools, Equipment.** (Please attach extra sheets if required).

Sl. No.	Name of tools/ Equipment and Accessories	Total No. of units	No. of units can be spared for NABARD's work
(1)	(2)	(3)	(4)

3. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.
4. No. of supplementary sheets attached for Part III.

Section-IV - Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

4. INSTRUCTIONS TO THE TENDERER

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. Intending tenderers shall deposit as earnest money a sum **Calculated as : Rs.10,000/- plus ½% of the amount above Rs.5.00 lakh (subject to a maximum of Rs.50,000/-)** by crediting the amount into the current account of the National Bank for Agriculture and Rural Development at Chennai, the details of which are given below:-

लेखा का नाम / Name of Account : National Bank for Agriculture and Rural Development

खाता संख्या / Account Number (VAN) : NABADMN39

बैंक का नाम / Bank Name: NABARD

शाखा नाम / Branch Name : HEAD OFFICE, MUMBAI

IFS कोड / IFS Code: NBRD0000002

4. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order. In no case EMD shall bear any interest. Under no circumstances, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
5. The Earnest Money Deposit paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / Initial Security Deposit (ISD) will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / ISD.
6. “Retention Money Deposit” i.e. RMD of 5% of accepted value of the tender shall be directly credited to our current account (details given above in Sl. No. 3) by the successful tenderer within 15 days of intimation to him of acceptance of tender. The EMD already furnished shall be taken into account while determining the RMD. In other words, EMD shall become a part of RMD. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
7. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
8. The Tender / Quotation shall be submitted as per procedure of GeM as PART- I (Pre-qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the GeM portal.
9. Bids submitted by unauthorized agents and FAX / Posts shall not be entertained.
10. **Tenderers are advised to visit the sites at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature**

of works etc. and get all clarifications as necessary from NABARD before quoting the rates.

11. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.

12. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.

13. The Tenders will be opened in the presence of such Tenderers or their authorised representatives who choose to be present.

14. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such tenderers shall be forfeited.

15. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, in such case the amount given in words will be considered final.

16. Notwithstanding anything stated above, NABARD reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

DECLARATION BY THE TENDERER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.

2. I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.

3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

DATE :

SEAL & SIGNATURE OF THE TENDERER

PLACE:

5. GENERAL INSTRUCTIONS TO THE CONTRACTORS
AND GENERAL CONDITIONS OF CONTRACT

1. Tenderers are advised to visit the sites and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Service Charges should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
3. Rates should **include all Taxes** (Goods and Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Wages as per relevant Act, Service Charges, etc., as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
4. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.
5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
6. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. 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 or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.
8. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
9. **The contractor shall deploy such minimum number of qualified and experienced staff as indicated in Schedule – I and financial bid by the contractor to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.

11. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wages payment will be rejected.
12. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed 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 or any other act related thereto.
13. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Centre Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour laws and pay slips for respective payments are duly issued regularly. NABARD may ask for past pay slips and payment records to be submitted along with the monthly bill.
14. The contractor should ensure payments to the Security Guards as per latest Minimum Wages Act and payment of bonus in terms of Bonus Act, 1965. Further, the payment to be disbursed to the contract staffs in the presence of the NABARD's representative on or before seventh (7th) of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.
15. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
16. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

17. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records.
18. The manpower deployed by the contractor should be in neat uniform, polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
19. The manpower deployed by the Contractor should report to site supervisor as per timings agreed upon and decided by the Bank. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the site supervisor at the time when contractor's worker arrives & sign at site. A copy shall be presented along with the Contractor's monthly bill.
20. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligation required by NABARD.
21. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
22. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
23. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
24. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
25. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
26. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
27. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
28. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the

premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.

29. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.

30. The Contractor shall provide documentary proof of police verification for each and every guard deployed with NABARD and replacement, if any, shall also be brought into effect.

31. EXIT:

- i. First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 days, 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.
- ii. The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

32. The contractor shall arrange to provide mobile phone to all the Security Guards deployed at NABARD premises.

33. Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deployed in NABARD at his own cost.

34. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

35. NABARD will not be responsible for contractor's materials.

36. The contractor shall provide everything necessary for the proper execution of the works.

37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

38. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.

39. **VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.

40. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.

41. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

42. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
43. Contractor shall be required to furnish NABARD, as and when required, the following:
- (i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - (ii) Registration certificate copies.
 - (iii) Wage Book, Muster Book pertaining to guards engaged under this contract.
 - (iv) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - (v) Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable.
44. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.
45. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.
46. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.
47. Notwithstanding anything contained therein the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
48. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.

d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

49. The **contract shall be valid up to 31 August 2023**. The bank also reserves the right/option to **extend the validity of this contract at the same rates for a period of 01 year** and on the same terms and conditions, with consent from the vendor.

50. **Forfeiture clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.

51. Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

52. The property shall be handed over to contractor for AMC on as-is-where-is basis.

I / We accept all the above Terms and Conditions in all respects without any reservation.

DATE:

Signature of the Tenderer
NAME AND SEAL

ADDRESS:

Place:

6. SPECIAL TERMS AND CONDITONS – SCOPE OF WORK

Scope of Work (Part A)

1. The Contractor shall provide security arrangements against pilferage, thefts and for protection of properties and maintenance of peace and order within the **NABARD Chhattisgarh Regional Office premises (Sector 24) and its Quarters at 03 locations (Sector 27) in Naya Raipur**, to the satisfaction of the National Bank.
2. This contract shall be for the period 01st September 2021 to 31st August 2023. In the event of National Bank requiring the security services for further periods after the expiry of the initial period, it shall make a request in writing in this behalf to the Contractor one month prior to the termination of these presents and upon such request, the Contractor shall provide security services to the National Bank for the said premises on the same terms and conditions.
3. No overtime allowance or any compensation of any other kind shall be payable by National Bank to any person including supervisor employed by the Contractor for duties at the said premises.
4. National Bank shall deduct income tax and other taxes which it may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank.
5. During the continuance of this contract or such extended time, the contractor shall provide security guards at the above mentioned premises (as at sl. No. 1 above) as per the requirement of the National Bank. The present requirement and timings of duties are as per Schedule I, which would be liable for change as and when considered necessary by the National Bank. The requirement of number of guards will be reviewed, if considered necessary, by the National Bank. The contractor shall increase or reduce the number of security guards and AMC charges as specified in financial bid will be increased or decreased proportionately.
6. The security guards posted by the contractor for the said premises shall be deployed in consultation with the Bank.
7. The security guards posted at the aforesaid premises of the National Bank for duty shall be below **55 years of age** and be medically fit to perform the security job (***GeM-SLA mentions age of 65 years but it shall be below 55 years only***). The working and deployment of security guards will be monitored by any official authorized by the National Bank for the purpose. The contractor shall also ensure proper rotation and weekly off for the security guards deployed at the said premises. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following: -
 - i) The security guards on duty shall comply with the directions and instructions regarding security and maintenance issued by the representatives of the National Bank to the Contractor from time to time.

- ii) The Contractor shall accede to the requests of the National Bank's representatives for recall of any particular person from out of Security Guards and substitute him by another.
- iii) The contractor shall ensure that the security guards provided by it are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or the National Bank or its business or work or its officers / employees / visitors, etc.
- iv) They shall not allow any unauthorized persons/outside to enter into the premises of the National Bank both at office premises and at staff quarters.
- v) They shall ensure that all outsiders do enter their name in Visitor's Register before entering the premises.
- vi) They shall maintain adequate security and shall remain always on vigil.
- vii) In case of fire, they shall inform the fire brigade and/or police station nearby and the responsible officers of the National Bank.

8. Besides the regular work of providing security services, the guards on duty will also be responsible for switching on/off lights in common area/s within said premises. They will also be attending other jobs like operating water pumps, opening & closing of dispensaries / Gym and also maintain registers for maintenance contracts of other trades/services.

9. They will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/housing facility in the said premises.

10. The Contractor shall declare that they shall be responsible for the due compliance of all the legal provisions connected with requirement of security staff posted at the said premises of the National Bank.

11. The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default. The contractor shall submit to the National Bank documentary evidence of the payment paid to the security guards as and when asked.

12. The contractor shall indemnify NABARD against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not be deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests

entirely with the contractor. The contractor, before starting the work of execution of the service contract as described under scope of work, is required to submit a “Letter of Indemnity and Undertaking”. A specimen of such letter is enclosed as Annexure II.

13. The contractor shall provide to security guards with necessary uniform and other equipment like torch, baton, etc. required for the effective discharge of security services to the National Bank at its own expenses. Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the National Bank.
14. The contractor shall provide to the National Bank photographs and residential address of the security guards and the proof of their service in the armed forces, if any.
15. The National Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury, etc., while discharging the duties in the said premises. The contractor shall get the security guards posted for duty at the said premises, insured against accidents at its own cost.
16. **Applicable Leave:-** Successful vendor shall ensure leave to security guards as per Contract Labour Act, 1970. It shall be ensured that service personnel are given at least 04 days holidays in a month.
17. The security men so provided shall endeavour to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by the National Bank in this regard. National Bank shall be at liberty to recover the said amounts from the amounts payable to the contractor.
18. The National Bank shall, in the event of the contractor committing any breach of any of the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank be entitled to terminate this agreement by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
19. The National Bank, if so desires, may ask the Contractor to provide security arrangements against pilferage and for protection of properties and maintaining peace and order in any other premises of National Bank and the Contractor shall provide such security arrangement as described in this tender.
20. On expiry of or early termination of the contract, the security guards shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.
21. In case of any dispute or difference between the parties under this agreement, the same shall be referred to The Chief General Manager, NABARD, CHHATTISGARH Regional Office, Naya Raipur or to the person nominated by him and his decision shall be final and binding on the parties.
22. Even if GeM asks for electronic inputs, it is advised that vendors may submit scanned copies of all documents in support of their claims / submissions, as asked for in the tender document of NABARD, along with an undertaking that all documents submitted are correct and if found otherwise, in future, will be liable for termination of the tender / contract without any notice.

Scope of work (Part B) - Illustrative

- a) To ensure security of the assets of NABARD against theft, pilferage & misappropriation and to implement anti-theft measures at the mentioned premises.
- b) To prevent unauthorized persons and vehicles gaining entry in the Office and residential premises of NABARD.
- c) To maintain visitors and staff movement records and vehicle movement records as may be directed by NABARD Officials from time to time.
- d) To ensure that no hawkers or vendors are allowed entry into the premises.
- e) To prevent entry of stray animals in the premises.
- f) To maintain law & order, discipline and check all disturbances/nuisances in the premises.
- g) To bring to the notice of authorized NABARD officials any suspicious person/s activity noticed during or after office hours in and around the premises of NABARD.
- h) To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with the competent authority of NABARD.
- i) To conduct any internal investigation required in the interest of the Security of the NABARD.
- j) To attend to fire-fighting and assist in disaster evacuation in case of emergencies.
- k) To switch on/off electrical points, ACs and AHU's, Power Generator, water pump, etc. before/after office hours in the premises or as and when required.
- l) To open/lock all the doors of buildings before/after office hours and as per directions of NABARD officials whenever required.
- m) To maintain the movement of personnel, visitors in the office complex through CCTV camera system (if installed), grant access to entry through Access Control System and to maintain the surveillance system (Access Control) located in the security cabin. The scope of work also includes the basic operation of the Access Control System for surveillance by the guards at no extra cost.
- n) To provide guards at all strategic points / positions as agreed. The guard will be in the form of fix guard / foot patrol guards.
- o) In case of local emergency like Disturbances, Demonstrations, Agitation, Fire, Natural or Unnatural disaster, security personnel provided by the contractor shall assist the Bank and police authorities, if called for in maintaining the law and order at such times.
- p) The security personnel engaged and deployed by the contractor should possess the knowledge on right of private defense of persons and property as provided under the Indian Penal Code.
- q) Security personnel deployed should be well versed with all security related procedures, gate control first aid & vigilance.

- r) Deployment registers to be maintained by the contractor at the respective sites.
- s) The agency shall bring to the notice of security in charge any inadequacy with regard to illumination, bottle necks/loopholes/grey areas/unsafe conditions/fire hazards etc.
- t) Any other services incidental to or connected with the work usually and normally rendered by the agency and as decided by the Bank.

Special Note: -

- 1) The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
- 2) The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the party.
- 3) Quantities indicated in the Financial Bid may vary to the extent or may be deleted without any notice and as such the rates quoted should be workable and should include all overheads, profits, taxes as applicable and all other incidental charges.

(Bidders may please note that the work defined above is only illustrative and indicative in nature. Any work/action/duty mentioned elsewhere in the tender document defined to be a part of contractor's obligations shall form a part of the scope of work unless it is specifically mentioned to exclude the same from the scope of work).

7. SAFETY CONDITIONS OF THE CONTRACT

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

A. General

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Security guards will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the tenderer with seal date:

8. SCHEDULE – I

Requirements of Security Guards

i) Present requirement and duty hours of security guards for our NABARD CG Regional Office Premises and Quarters at 03 locations in Naya Raipur.

ii) Total no. of Security Guards- 17

Location	Number of Guards	Duty Hours
NABARD, CHHATTISGARH Regional Office, Plot No. 1, Sector no. 24, Naya Raipur, Chhattisgarh	06 Guards (02 guards per shift)	06.00 AM to 02.00 PM 02.00 PM to 10.00PM 10.00 PM to 06.00AM
NABARD, CHHATTISGARH Regional Office, Plot No. 1, Sector no. 24, Naya Raipur, Chhattisgarh	01 Guard (general shift)	10.00 AM to 06.00 PM (01.00 hr lunch break in-between)
NABARD, CHHATTISGARH Regional Office, Plot No. 1, Sector no. 24, Naya Raipur, Chhattisgarh	01 Guard Parking (general shift)	10.00 AM to 06.00 PM (01.00 hr lunch break in-between)
NABARD Officers Qtrs., Buildling 42 Sector 27, Atal Nagar, Naya Raipur, Chhattisgarh	03 Guards (01 guard per shift)	06.00 AM to 02.00 PM 02.00 PM to 10.00PM 10.00 PM to 06.00 AM
NABARD Officers Qtrs., Block P2B 35-39, Sector 27, Atal Nagar, Naya Raipur, Chhattisgarh	03 Guards (01 guard per shift)	06.00 AM to 02.00 PM 02.00 PM to 10.00PM 10.00 PM to 06.00 AM
NABARD Officers Qtrs., Block P4A 239, Sector 27, Atal Nagar, Naya Raipur, Chhattisgarh	03 Guards (01 guard per shift)	06.00 AM to 02.00 PM 02.00 PM to 9.00 PM 09.00PM to 06.00 AM

Option Clause: The tender rates shall be fixed and applicable for any increase **up to 25%** in the tendered quantities. The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro-rata basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

9. FORM OF TENDER

Annual Maintenance Contract for providing Security Services & Security Guards for its office premises and its Quarters at 03 locations at Naya Raipur.

Please Note: Works/Work here and elsewhere in the tender shall mean **Annual Maintenance Contract for providing Security Services & Security Guards for its office premises and its Quarters at 03 locations at Naya Raipur.**

The Chief General Manager,

National Bank for Agriculture and Rural Development,
CHHATTISGARH Regional Office, Plot No. 1, Sector no. 24,
Naya Raipur, Naya Raipur-492018

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.
2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
CHHATTISGARH REGIONAL OFFICE, RAIPUR



6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.
7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
9. I / We enclose herewith interest free Earnest Money Deposit receipt (EMD) by e-payment and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in case of breach of contract in the event of our failure to execute the Contract when called upon to do so by accepting our Tender. I agree that EMD shall not bear any interest.
10. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.
11. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 31st May 2023) except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.
12. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

NAME OF THE PERSON(s) AUTHORISED TO SIGN AND SUBMIT THE TENDER

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

YOURS FAITHFULLY

(SIGNATURE OF THE TENDERER with Seal)

NAME AND ADDRESS OF THE TENDERER AND SEAL

DATE:

PLACE:

10. Draft Articles of agreement

THIS AGREEMENT is made at Naya Raipur on this day of ----- 2021

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its CHHATTISGARH Regional Office at Plot No 1, MG Road, Naya Raipur, Naya Raipur-492018, herein after referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri./M/s.....(Individual/Proprietorship/partnership firm/Company) incorporated/registered underAct,
or R/o, and having its (place of business or Office) athereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of **Annual Maintenance Contract for Security Services at CHHATTISGARH Regional Office and its quarters at Naya Raipur** and has caused specifications describing the work to be done and prepared by CHHATTISGARH Regional Office, NABARD, Naya Raipur.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (hereinafter referred to as “the said contract amount”).

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

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
2. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and

this agreement, the agreement will prevail.

4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
6. The Vendor shall provide to NABARD a security deposit of Rs. (Rupees ---- Only) (Interest Free).
7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.
8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
10. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
11. All payments by the NABARD under this contract will be made only at Naya Raipur.
12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
13. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.
14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.
17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
18. **DISPUTE RESOLUTION**
 - (a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, Chhattisgarh RO, Naya Raipur and the same will be binding on the Vendor.

(b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.

(c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Naya Raipur. The language of arbitration shall be English.

(d) The award of the arbitrator/s so appointed shall be final and binding on the parties.

(e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor 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

19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract 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 security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.

IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of.....

Signature

Name & Designation

In the presence of.....

Signature

Name & Address

Signed and sealed by the vendor by the

Hand of Shri/Smt.and duly constituted attorney. If the Vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor is signing by the hand of power of attorney, then whether a company or individual to be specified:

Signature of the Vendor

Name of the authorized official Address:

In presence of Shri/Smt.

Signature

Name & Address

11.

Annexure-I

Specimen of Letter of Authorisation

(to be given by bidder/tenderer)

To,
CGM,
NABARD,
CHHATTISGARH
Regional Office, Plot No. 1,
Sector No. 24, Naya Raipur
Chhattisgarh-492018

Dear Sir,

Subject: Letter of Authorisation

We (name of the company) have submitted our bid for participating in Bank's Bid/Tender dated for .We also confirm having read and understood the terms of RFP/Tender as well as the scope of work & requirements.

As per the terms of Bid/Tender , we nominate Mr. , designated as of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr. on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal	
Name –	Name of Authorised Representative
Company / Organization –	Designation of Authorised Representative
Designation within Company / Organization –	Signature of Authorised Representative
Address of Company / Organization –	Verified by

Annexure II

12.

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development
CHHATTISGARH Regional Office,
Plot No 1, Sector no 24,
Naya Raipur, Naya Raipur-492018.

Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail security services at its Regional Office and its quarters at 03 locations in Naya Raipur, as per this tender and which are hereinafter for brevity sake referred to as security services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ (contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ (contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ (contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents

and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation) of **Authorized Official**

PART II (Financial Bid)

13. PREAMBLE TO SCHEDULE OF QUANTITIES

The "Annual Maintenance Contract for Security Services & Security Guards for its office premises at Plot No. 1, Sector no. 24 and its quarters at 03 locations in Sector 27, Naya Raipur, Chhattisgarh-492018".

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
4. If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
5. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
6. All quoted rates shall be inclusive of all taxes including goods and service tax, wages, etc. as per minimum wages Act etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

8. RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.
- b) When the amount of an item not worked out by the contractor or it does not

correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

- c) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
9. The Bank do not bind itself to accept the lowest or any tender and reserve its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
10. Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.

DECLARATION BY THE CONTRACTOR

We/ I have read and understood all the instructions/conditions stated above and we / I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place:

Signature of Contractor (with Name and Seal)

Date:

Address:

14. FINANCIAL BID

Calculation sheet for supply of manpower with minimum wages
(Cost per Guard per Shift per Month)

Sl.No.	Particulars	Remarks	Rates / Percentage	Amount per month (Rs.) (for 26 days)
(A)	Basic Wages plus VDA	w.e.f. from 01 Oct 2020	777.00	20,202.00
(B)	EPF on Basic Wages plus VDA	Restricted to maximum wage ceiling of Rs. 15,000/-	12%	1800.00
(C)	EDLI on Basic Wages plus VDA		0.5%	75.00
(D)	Administrative charges (EPF & EDLI) On Basic Wages plus VDA		0.5%	75.00
(E)	ESIC	Calculated over Basic plus VDA (not eligible if it is more than Rs. 21,000/-)	3.25%	657.00
(F)	Bonus		8.33%	1683.00
(G)	Sub Total {Sum of (A) to (F) }			24,492.00
(H)	Relieving Charges for 04 days	Calculated on pro-rata basis for 04 days on (G), i.e., 24,492/26 =Rs.942/- per day X 04 days		3,768.00
(I)	Total Mandatory payment per Guard per Shift per Month {Sum of (G) to (H) }	Rs.942/- per day per shift x 30 days		28,260.00
(J)	Service Charges on (I)			
(K)	Total (I + J)			
(L)	GST on (K)			
(M)	Total Cost per Shift per Month (K+L)			

Note 1: - Rates shall be quoted as “Total Cost per Guard per Shift per Month”.

Note 2: - For all calculation, there shall be 30 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

Note 3: - No change shall be allowed in this table.

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
CHHATTISGARH REGIONAL OFFICE, NAYA RAIPUR



Note 4: - Sl. No. A, B, C, D, E, & F above shall be paid as per Central Govt. Acts/Notifications including amendments.

Note 5:- Sl. No. B, C & D are restricted to Rs. 15,000/- as per EPF Act.

Note 6:- Basic Wages plus VDA at Sl. No. A are as per Central Govt. Minimum Wages w.e.f. 01 October 2020 for Watch and Ward Duties without arms.

Note 7: - Rates quoted would be applicable for the entire period i.e. up to 31st May 2023. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 8:- The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, overhead profits, TDS deductions, etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation at Sl. No. (J) above.

Note 9:- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Date:

Signature of the tenderer with seal

Place: