

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT



Notice Inviting Tender (NIT) for Providing Services of Unarmed Security Guards (Ex-Servicemen) under 'Annual Service Contract' for NABARD's Regional Office at Usmanpura and Residential Colony at Navrangpura, Ahmedabad- 2018-2021

CLIENT

Chief General Manager

National Bank for Agriculture and Rural Development

NABARD Tower, Opp. Municipal Garden

Usmanpura, Ahmedabad – 380 013

**NATIONAL BANK FOR AGRICULTURE AND
RURAL DEVELOPMENT**



Regional Office, Ahmedabad

Tender for Providing Services of Unarmed Security Guards (Ex-Servicemen) under 'Annual Service Contract' for NABARD's Regional Office at Usmanpura and Residential Colony at Navrangpura, Ahmedabad- 2018-2021

Bid Document Availability	Bidding document can be obtained from our office or can be downloaded from website: http://www.nabard.org From: 07/06/2018 To : 27/06/2018
Last date of submission of Tender	Up to 15:00 Hrs. on 27 June 2018
Opening of Technical Bids	15:30 hrs. on 27 June 2018 Authorized representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.
Opening of Financial Bids	On a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.
Address for Communication and submission of bid	Chief General Manager, National Bank for Agriculture and Rural Development, Nabard Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad – 380013
Telephone	Landline 079-27554021, 27554022

Name of the Agency: _____

Address: _____

Landline and Mobile: _____

Last date of Submission: Before 15:00 Hrs on 27 June 2018

The Chief General Manager, National Bank for Agriculture and Rural Development, Nabard Tower, Opp. Municipal Garden Usmanpura, Ahmedabad -380013 invites competitive sealed tender from contractors / agencies in prescribed formats for Providing Services of Unarmed Security Guards (Ex-Servicemen) under 'Annual Service Contract' for Bank's Office at Usmanpura and Residential Colony at Navrangpura from 01 July, 2018 to 30 June, 2021.

1. SHIFTS PER DAY: -

Staff to be Engaged	Shift Posting	Location
6 Unarmed Security Guard (Ex-Servicemen)	Three shifts	Nabard' Office(Nabard Tower) Usmanpura
6 Unarmed Security Guard (Ex-Servicemen)	Three shifts	Residential Colony (Nabard Vihar) Navrangpura
1 Unarmed Security Guard (Ex-Servicemen)	General Duty	Nabard' Office(Nabard Tower) Usmanpura
Total =13 Unarmed Security Guard (Ex-Servicemen)		

2. The Contractor/agency should meet the prequalification criteria as per **Annex-I**.

3. The tenders will be in **two-part system- Technical and Financial Part**

4. **Envelope No. 1 shall be super scribed as "Technical Part"**. The Technical Part shall be submitted on the letter head of the tenderer as per the enclosed format (**Format I**). and shall contain the following.

i) **Earnest Money Deposit (EMD) of Rs.1,00,000/-**

ii) Details of Bankers in the enclosed format (Format III).

iii) Proof for items mentioned in the prequalification criteria along with **Annex-I**

5. Tenderer should make an **Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only)** through NEFT/RTGS to **NABARD's Current Account No.912020012465660 with Axis Bank, Navrangpura Branch, Ahmedabad. IFS Code: UTIB0001336** (underlined figures to be read as zero) and documentary evidence of deposit in the form of UTR is to be enclosed along with the duly filled, signed & complete in all respects Tender document. Quotations without the documentary evidence of deposit of EMD will not be accepted and will not be treated as valid.

6. The EMD will be returned to the tenderer if his/their tender is not accepted by the

Bank but without interest. The EMD paid by the successful tenderer shall be held by the Bank as security for execution and fulfillment of the Contract. No interest shall be paid on this deposit. This security deposit shall be forfeited if he/they fail to comply with any of the conditions of the Contract and against any possible damage or loss caused to the property/equipment supplied to the personnel by the National Bank for Agriculture and Rural Development, Ahmedabad.

7. Envelop-II should be super scribed as “Financial Part” and should contain only the contractor’s/agency’s quoted rates in the Format II indicated below. Envelope–II will be opened only if the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad is satisfied with the Technical Part (Envelope–I), which will be opened first. The Financial Part shall be accompanied with a letter on the letter head of the tenderer as per enclosed format (Format II).

8. Envelope I and Envelope II may both be placed and submitted in another sealed cover super scribed “Tender for Providing Services of Unarmed Security Guards (Ex-Servicemen) under ‘Annual Service Contract’ for NABARD’s Regional Office at Usmanpura and Residential Colony at Navrangpura)” and addressed to Chief General Manager, National Bank for Agriculture and Rural Development, Nabard Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad – 380013. The duly completed tenders should be dropped inside the Tender Box available on 2nd floor of the Regional office at Usmanpura before 3.00 p.m. on 27 June 2018. Technical Part will be opened on the same day at 03.30 pm. Quotations received after 03.00 pm on last day i.e. 27 June 2018 will not be accepted under any circumstances.

9. National Bank for Agriculture and Rural Development will not be responsible for any postal delays etc.

10. The financial part submitted by the tenderer found eligible after scrutiny of the technical part, shall be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid by the Chief General Manager, National Bank for Agriculture and Rural Development or any other officer designated by him in the presence of tenderer or his/their representative, should they choose to be present.

11. The Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad reserve the right to accept or reject any or all tender parts without assigning any reasons whatsoever and his decision will be binding on all the parties. Tenderer which do not fulfill all or any of the NABARD's conditions or are incomplete in any respect and tenderers stipulating their own conditions are liable to be rejected.

12. Before submitting the tender, please go through the enclosed **Pre-Qualification Criteria (Annex I), Terms and Conditions (Annex II) and Scope of work (Annex III)** on which the work will be awarded and shall be executed by the successful

tenderer.

13. The successful contractor/agency shall execute an agreement on a stamp paper of required value for due performance of the contract within 48 hours on issue of order.

14. Discrepancies, omission, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the Chief General Manager, Gujarat RO, Ahmedabad who will review the questions and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Documents. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the last date of submission of the Tender.

Sd./-

Deputy General Manager (DPSP)

Format of Letter Accompanying Technical Part (Envelope I)

(On your letter head)

(Format- I)

The Chief General Manager
National Bank for Agriculture and Rural Development
Ahmedabad, 380 013

Dear Sir,

Subject: Tender for Providing Services of Unarmed Security Guards (Ex-Servicemen) under 'Annual Service Contract' for NABARD's Regional Office at Usmanpura and Residential Colony at Navrangpura, Ahmedabad 2018-2021.

In response to the above and in full agreement with the terms and conditions and the pre-qualification criteria as stipulated by you, I/We offer my/our competitive and firm offer as follows

- i)** This is to certify that I/We before signing this bid have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- ii)** I/We abide by the provisions of Central Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Central Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- iii)** I/We have valid registration in respect of Employees Provident Fund/Employees State Insurance/Service Tax etc.
- iv)** I/We shall provide security services through Ex- Servicemen Guards as and when required.
- v)** I/We do hereby undertake that complete security of the Bank's office and Colony shall be ensured by our Security Agency, as well as any other assignment considered by the Bank.
- vi)** The Earnest Money Deposit of Rs. 100,000/-is deposited through NEFT/RTGS to **NABARD's Current Account**
- vii)** I/We also understand that the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad has the right to accept or reject my/our tender part without assigning any reasons whatsoever and his decision will be binding on me/us.

Encl: Copies of the above and other documents mentioned at 4(i to iii) of the tender notice are enclosed herewith.

Yours sincerely

Auth. Signatory:
Name:

Place:

Date:

Format of Letter Accompanying Financial Part (Envelope II)

(On your letter head)

(Format-II)

Subject: Tender for Providing Services of Unarmed Security Guards (Ex-Servicemen) under 'Annual Service Contract' for NABARD's Regional Office at Usmanpura and Residential Colony at Navrangpura, Ahmedabad 2018-2021.

In response to the above and in full agreement with the terms and conditions and the pre qualification criteria as stipulated by you, I/we state as under: -

(i) I/We, therefore, offer our services on a lump sum of /- (Rupees only) per **Unarmed Security Guard (Ex-Servicemen)** on monthly basis. (Format Given here below)

The above rates are inclusive of all statutory Payments like EPF/ESI/Bonus/Gratuity/ EDLI/Administrative Charges etc. and also include our service charges.

(ii) Uniform will be supplied by me/us at my/our own cost in accordance with point Number 22 of the Terms and Conditions. (Annexure –II)

(iii) National Bank for Agriculture and Rural Development, Ahmedabad shall reimburse the amount of GST, if any, paid by me/us to the authorities on account of the services rendered by me/us. This reimbursement shall be admissible on production of proof of deposit of the same by me/us.

(iv) Please consider this offer and award the work to me/us at an early date.

(v) I/We hereby undertake that in the event of my/our selection, I/We will be prepared to commence/take over charge on the date advised by NABARD without fail.

(VI) I am/We are registered PF, ESIC, GST etc. and the registration is currently valid.

Encl: as above.

Place:

Date:

Yours sincerely

Signature:

Name:

Rates per security guard as per minimum wages rates of Central Government

Sl. No.	Particulars	Amount per Security Guard
1.	Wages	
2.	Relieving Charges	
3.	HRA	
4.	Employer Contribution of ESI	
5.	Employer Contribution of EPF	
6.	Agency Charges	
7.	Any other charges	
8.	Tax(es) as applicable	
9.	Grand Total	

(Signature of the Bidder)

Name and Address of the Bidder.

Date: -

Place: -

(On your letter head)

(Format- III)

Details of Bankers

Banker- I

Banker II

Name of the Banker:

Name of the Branch and its complete Postal Address:

Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s). etc.

Type of Account:

Account Number:

IFSC Code:

Whether Credit facility / Overdraft Facility enjoyed by the Contractor

The period from which the Contractor has been banking with the Banker

Any other information which the Contractor may like to furnish about its Bankers.

Annex-I

Check-List for Pre-Qualification Criteria for Security Services

Sr. No.	Requirements	Specify particulars
1	Should have been in this business at least for the last 5 years. (Proof of experience)	
2	Should have deposited EMD	
3	The bidder should have average turnover of Rs.1.75 Crore or above per year during the last 3 financial years for providing Security services alone, out of which at least one similar work costing not less than Rs.60.00 lakh	
4	Undertaking on a letter head (Format- I)	
5	Should have a Certificate of Registration with Registrar of Companies/ Registrar of Firms.	
6	Should have PAN No. and latest Income Tax Return.	
7	Should submit latest Audited Balance Sheet	
8	Should have credible Supervisory Infrastructure.	
9	Should possess valid license issued under Private Security Agencies Regulation Act, 2005 (PSARA) valid for the state of Gujarat(Renewal/ Under Process will not be eligible)	
10	Should possess valid license issued by Directorate General Resettlement(DGR)	
11	Company Profile along with Director's/ Proprietor's/ Partner's full profile	
12	Should have his own Establishment/set up/Mechanism to provide training of guards	
13	Security Guards should have undergone prescribed security training as stipulated in Gujarat Private Security Agencies Rules, 2009	
14	Should have latest Certificate from Employees State Insurance Corporation (ESI)	
15	Should have latest Certificate from EPF Organization	
16	Should have Goods and Service Tax Registration No.	
17	Should comply all requirements of Contract Labour Act. (Central)	
18	Should ensure compliance with Minimum Wages Act.(Central) & DGR approved rate	
	Should have experience of working with Public	

19	Sector Units, MNCs or other reputed firms.	
20	Should have all the necessary legal/statutory approvals to provide security service in Ahmedabad.	
21	Should have national/Local presence.	
22	Annual turnover of last three financial year duly certified by the Statutory Auditors.	
23	Should note that the Agency shall be responsible for entire risk coverage of Security Guards for the duration of such services.	
24	Police verification is must before deployment of the Security Guards.	
25	Age of the Security Guards should be below 50 years.	
26	One dedicated mobile phone (with number) will be provided by the agency at the Colony Gates.	
27	The Security Guards must necessarily be Ex-Servicemen.	
28	The Supervisor should have adequate experience and qualifications.	
29	Security Guards deployed by the contractor/agency should not be rotated/ shifted without prior approval of Protocol & Security Officer.	
30	The replacement / reliever in case of leave/exigency should possess similar qualifications.	

Signature:

Name & Seal:

Date:

Place:

ANNEX-II**Terms and Conditions**

Terms and Conditions for award of contract for providing properly trained Unarmed Security Guard (Ex-Servicemen) **for NABARD's Regional Office at Usmanpura and Residential Colony at Navrangpura**, Ahmedabad from 01 July, 2018 to 30 June, 2021 as per laid down contractual obligations.

Staff to be Engaged	Shift Posting	Location
6 Unarmed Security Guard (Ex-Servicemen)	Three shifts	Nabard' Office(Nabard Tower) Usmanpura
6 Unarmed Security Guard (Ex-Servicemen)	Three shifts	Residential Colony (Nabard Vihar) Navrangpura
1 Unarmed Security Guard (Ex-Servicemen)	General Duty	Nabard' Office(Nabard Tower) Usmanpura
Total =13 Unarmed Security Guard (Ex-Servicemen)		

1. That the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the National Bank for Agriculture and Rural Development, Ahmedabad shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on National Bank for Agriculture and Rural Development, Ahmedabad in respect of workers deployed by him.
2. That on taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel in consultation with the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad or the officer designated by CGM, NABARD, Ahmedabad in this respect from time to time.
3. That the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad or any other persons authorized by him shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and

take suitable action against such persons on the report of the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad in case any of the aforesaid acts on the part of the said person.

5. That the contractor shall carefully and diligently perform the work assigned to him in consultation with the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad.

6. That for performing the assigned work, the contractor shall deploy medically and physically fit persons (Preferably below the age of 50). The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst properly trained Security Guards of high integrity and good conduct, and shall be conversant in the local languages i.e. **Hindi and Gujarati**. In no circumstances, person below 18 years of age should be employed.

7. That the contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.

8. That the contractor shall be liable for the payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.

9. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; DGR approved rates/or any other rules/regulations and/or statutes that may be applicable to them. The contractor shall indemnify the Employer against all claims which may be made upon the employer whether under the aforesaid statutes or any other statute in force during the currency of this contract.

10. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment and Security Deposit.

11. That the contractor shall be required to maintain permanent attendance register/roll

within the building premises which will be open for inspection and checking by the authorized officers of National Bank for Agriculture and Rural Development, Ahmedabad.

12. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad and shall on demand furnish copies of wage register/muster roll, etc. to the National Bank for Agriculture and Rural Development, Ahmedabad for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of National Bank for Agriculture and Rural Development, Ahmedabad in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisely made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

13. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of National Bank for Agriculture and Rural Development, Ahmedabad.

14. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The contractor shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour(Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad, a sum as may be claimed by National Bank for Agriculture and Rural Development, Ahmedabad.

15. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the National Bank for Agriculture and Rural Development, Ahmedabad and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the National Bank for Agriculture and Rural Development, Ahmedabad either explicitly or implicitly.

16. The Security Money deposited by the Contractor shall be liable to be forfeited in the event of unsatisfactory performance of the Contractor and /or loss/damage if any sustained by the National Bank for Agriculture and Rural Development, Ahmedabad on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

17. The Security Money Deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

18. That the contractor shall keep the National Bank for Agriculture and Rural Development, Ahmedabad indemnified against all claims whatsoever in respect of the employees deployed by the contractor, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case National Bank for Agriculture and Rural Development, Ahmedabad is made party and is supposed to contest the case, the National Bank for Agriculture and Rural Development, Ahmedabad will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the contractor to National Bank for Agriculture and Rural Development, Ahmedabad on demand. Further, the contractor shall ensure that no financial or any other liability comes on National Bank for Agriculture and Rural Development, Ahmedabad in this respect of any nature whatsoever and shall keep National Bank for Agriculture and Rural Development, Ahmedabad indemnified in this respect.

19. The contractor shall further keep the National Bank for Agriculture and Rural Development, Ahmedabad indemnified against any loss to the National Bank for Agriculture and Rural Development, Ahmedabad property and assets. The National Bank for Agriculture and Rural Development, Ahmedabad shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

20. That the contractor shall ensure that the persons so deployed do not allow any property of the National Bank for Agriculture and Rural Development, Ahmedabad any Equipment to be taken out of the premises without a Gate Pass signed by the designated officials of the National Bank for Agriculture and Rural Development, Ahmedabad.

21. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, movable and immovable, and security of the National Bank for Agriculture and Rural Development, Ahmedabad and if there is any loss to the National Bank for Agriculture and Rural Development, Ahmedabad on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker/s, the contractor shall make good on demand the loss to the National Bank for Agriculture and Rural Development, Ahmedabad. He should also take steps, in consultation with National Bank for Agriculture and Rural Development, Ahmedabad authorities, to register FIR with police, if required.

22. That the contractor shall provide two pairs of uniform at his own cost to the Security Guards deployed and shall include whistle, Jersey for winter, Rain coat/umbrella for rainy season, loaded torches and baton at all the posts and National Bank for Agriculture and Rural Development, Ahmedabad shall have no liability whatsoever on this account. The uniform shall be approved by the Protocol & Security Officer, National Bank for Agriculture and Rural Development, Ahmedabad.

23. That the National Bank for Agriculture and Rural Development, Ahmedabad shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on

production of proof of deposit of the same by the contractor.

24. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad or his nominee.

25. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

26. The Arbitrator may give interim awards and/or directions, as may be required.

27. Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

28. During the period of agreement, the contract may be terminated by the Chief General Manager, National Bank for Agriculture and Rural Development, Ahmedabad, by giving one month's notice or on payment of one month's charges in lieu thereof. Also, the contract may be extended with mutual consent of both the parties beyond the initial period of contract.

29. The contractor shall get the antecedents of his personnel verified through Police channels and the verification reports shall be made available to Protocol & Security Officer prior to their deployment.

30. The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within a week of award of work.

31. If the contractor selected fails to sign the formal agreement within a week or fails to undertake the work on due date, the letter of intent shall be treated as cancelled.

32. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, etc.

33. Contractor has to deposit the ESI & EPF contribution locally in Ahmedabad only and he has to ensure that all his employees are given ESI Card and EPF Card immediately.

34. The 'quoted lump sum rate' agreed to by National Bank for Agriculture and Rural Development, Ahmedabad and the contracting agency shall be paid during the period of the contract.

35. The Security Guards provided shall be adequately trained in Security measures including First Aid, emergency responses and any disaster.

36. The Contractor shall report to the Protocol & Security Officer of the National Bank for Agriculture and Rural Development, Ahmedabad and will comply with the instructions issued by him from time to time.

37. The contractor will raise monthly invoice on National Bank for Agriculture and Rural Development, Ahmedabad latest by 10th of the succeeding month. The National Bank for Agriculture and Rural Development, Ahmedabad will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the Contractor.

38. No lodging and boarding will be provided by the National Bank for Agriculture and Rural Development, Ahmedabad.

39. **DUTY AND DISCIPLINE:** That the Agency shall be obliged to comply with the following:

a) Not to permit or carry on any unlawful activity or create indiscipline in the premises of the National Bank for Agriculture and Rural Development, Ahmedabad.

b) To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the National Bank for Agriculture and Rural Development, Ahmedabad informed of all developments in this regard.

c) To pay all dues of its employees and keep the National Bank for Agriculture and Rural Development, Ahmedabad absolved and indemnified from any liability in this respect.

d) To be responsible for behavior of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of National Bank for Agriculture and Rural Development, Ahmedabad and its representatives.

e) Take appropriate corrective and disciplinary action against its employees against whom the National Bank for Agriculture and Rural Development, Ahmedabad notifies.

f) On expiry of this agreement the Agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favor of the National Bank for Agriculture and Rural Development, Ahmedabad so that no liability or obligation devolves on the National Bank for Agriculture and Rural Development, Ahmedabad.

40. General Qualifications & Experience

a) The Security Guards should be qualified and should have minimum three years' experience.

- b) The Security Guards deployed by the agency should **NOT** be rotated/shifted within one year of deployment.
- c) The Security Guards deployed should be medically/physically fit and below 50 years of age.
- d) The Security Guards should have sound health and agility.

Documentary evidence in support of the above i.e. from a) to d) should be enclosed.

41. That all precautions will be taken by the Agency towards the safety of its employees deployed at the National Bank for Agriculture and Rural Development, Ahmedabad and it will be the sole responsibility of the Agency towards any untoward incident i.e.; compensation etc., to its employees.

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

- a) The contractor Agency shall be solely responsible for full compliance with the provisions of the “sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013” in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/ agency and the contractor/ agency shall ensure appropriate action under the said act in respect of the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

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

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

45. **JURISDICTION:** This agreement is subject to Ahmedabad jurisdiction.

Place:

Signature

Date:

Name & Seal

(Sign all pages)

ANNEXURE-III

SCOPE OF WORK OF THE SECURITY AGENCY

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

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

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

- i) The Security Agency will be responsible for overall security arrangements of the Bank Colonies covered in the contract.
- ii) Security Agency will ensure that all instructions of the Bank are strictly followed and there is no lapse of any kind.
- iii) No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Bank for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- iv) Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Bank from time to time and the security agency will be responsible for their optimum utilization.
- v) The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Bank.
- vi) Security personnel shall also ensure door keeping duties.
- vii) The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.
- viii) Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
- ix) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- x) It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- xi) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- xii) In emergent situations, security staff/supervisor deployed shall also participate and they should be sensitized for their role in such situations.

- xiii) The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female and elderly visitors.
- xiv) The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- xv) Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.