

बर्ड (नाबार्ड) में सुरक्षा सेवाएं प्रदान करने के लिए वार्षिक सेवा अनुबंध अभिलाषा

-1. 6, ROYD स्ट्रीट, कोलकाता (700016)

**ANNUAL SERVICE CONTRACT FOR PROVIDING SECURITY
SERVICES AT BIRD (NABARD) AT 6, ROYD STREET,
ABHILASHA-1, KOLKATA (700016)**



Department of Premises, Security and

Procurement,

BIRD (NABARD)

6, ROYD STREET, ABHILASHA-1, KOLKATA (700016)

bird.kolkata@nabard.org

Date of issue of tender document	08-06-2023(tentative)
Pre-Bid Meeting with bidders	15-06-2023 (14:00 Hrs.)
Due date and time for submission of tenders	22-06-2023 (16:00 Hrs.)
Date and time of opening of bids	22-06-2023 (17:00 Hrs.) Or later as convenient to BIRD, Kolkata

Notice Inviting Tender

निविदा आमंत्रण सूचना

1. **National Bank for Agriculture and Rural Development (NABARD), intends to award the ANNUAL SERVICE CONTRACT FOR PROVIDING SECURITY SERVICES AT Bankers Institute of Rural Development (BIRD), ABHILASHA-1, 6, ROYD STREET, KOLKATA (700016) Office premises.**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) बैंकर्स इंस्टीट्यूट ऑफ रूरल डेवलपमेंट (बर्ड), अभिलाषा -1, 6, रॉयड स्ट्रीट, कोलकाता (700016) कार्यालय परिसर में सुरक्षा सेवाएं प्रदान करने के लिए वार्षिक सेवा अनुबंध प्रदान करने की इच्छा ज़ाहिर करता है।

2. For this, a single stage-bidding process **under GeM** will be followed. Tender documents can also be downloaded from our website www.nabard.org and CPP Portal under the tender column. Contractors **registered on GeM may only apply**. Tenders not received through GeM portal shall be rejected.

इसके लिए, जीईएम के तहत एकल चरण-बोली प्रक्रिया का पालन किया जाएगा। निविदा दस्तावेजों को निविदा कॉलम के तहत हमारी वेबसाइट www.nabard.org और सीपीपी पोर्टल से भी डाउनलोड किया जा सकता है। जीईएम पर पंजीकृत ठेकेदार केवल आवेदन कर सकते हैं। जीईएम पोर्टल के माध्यम से प्राप्त नहीं होने वाली निविदाओं को अस्वीकार कर दिया जाएगा।

3. The total number of required manpower 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, 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.**

आवश्यक श्रमशक्ति की कुल संख्या और प्रदान की जाने वाली सेवाओं को निविदा में अलग से विस्तृत रूप में उल्लेखित किया गया है। बोली लगाने वालों को सलाह दी जाती है कि वे दरों का उल्लेख करने से पहले निविदा दस्तावेजों को ध्यान से पढ़ें। निविदाकारों को सलाह दी जाती है कि वे स्थल का दौरा करें, मौजूदा स्थितियों का सर्वेक्षण करें ताकि किए जाने वाले कार्यों की प्रकृति और कार्यक्षेत्र से खुद को परिचित कराया जा सके और अपनी दरों का उल्लेख करने से पहले नाबार्ड से आवश्यक सभी स्पष्टीकरण प्राप्त किए जा सकें।

4. Tenders will be applied on GeM only. The tender shall be filled as per **instructions mentioned in this tender document**, along with proof of having submitted EMD, and terms & conditions as prescribed in tender document. No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.

निविदाओं का आवेदन केवल जीईएम के माध्यम से ही किया जाएगा। निविदा, ईएमडी जमा करने के प्रमाण और निविदा दस्तावेज में निर्धारित नियम और शर्तों का पालन करते हुए इस निविदा दस्तावेज में उल्लिखित निर्देशों के अनुसार भरी जाएगी। वित्तीय बोली में कोई अन्य नियम और शर्तें नहीं होनी चाहिए। यदि निविदा दस्तावेज में कोई नियम और शर्तें निर्धारित की जाती हैं, तो निविदा को फौरन खारिज कर दिया जाएगा।

5. 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.

नाबार्ड किसी भी निविदा को पूरी तरह से या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और नाबार्ड की ओर से सबसे कम (एल 1) या किसी भी निविदा को स्वीकार करना बाध्यकारी नहीं है।

6. 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.

निविदाएं, जो नाबार्ड की सभी या किसी भी शर्तों को पूरा नहीं करती हैं या किसी भी प्रकार से अधूरी हैं और नाबार्ड द्वारा निर्दिष्ट शर्तों के अलावा निविदाकर्ता की अपनी शर्तों के साथ निविदाएं अस्वीकृत कर दी जाएंगी।

7. 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 Joint Director, Bankers Institute of Rural Development, Kolkata"** 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 meaning are not brought to the notice of NABARD by the date of pre-bid meeting (14 June 2023 at 14:00 hrs) of this Tender.

निविदा दस्तावेजों में किसी भी विसंगतियों, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह है, तो उसे लिखित रूप में "संयुक्त निदेशक, ग्रामीण विकास संस्थान, कोलकाता" को सूचित किया जाना चाहिए, जो इसकी समीक्षा करेंगे और यदि जानकारी स्पष्ट रूप से इंगित या निर्दिष्ट नहीं की गई है, तो नाबार्ड सभी निविदाकर्ताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएगा। यदि निविदा दस्तावेजों में विसंगतियां, चूक, अस्पष्टता या उनके अर्थ के बारे में कोई संदेह इस निविदा की प्री - बिड बैठक (14 जून 2023 को 14:00 बजे) तक नाबार्ड के ध्यान में नहीं लाया जाता है, तो नाबार्ड जिम्मेदार नहीं होगा।

8. The tenderer shall deposit Earnest Money Deposit (EMD) amounting to **Rs.1, 60,000/-** by directly crediting the amount in our VAN 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 bidder. We request you to give us a copy of the acknowledgement crediting our Account along with tender document failing which the tender will not be considered for acceptance. Those bidders who are exempted from deposit of EMD as per GeM/ GoI guidelines need not deposit EMD, but they shall upload the certificate/ instruction of GeM validating their exemption without which their bids will not be entertained.

निविदाकर्ता नीचे दिए गए विवरण के अनुसार सीधे हमारे वीएन खाते में रु. 1,60,000 रुपये की बयाना जमा राशि (ईएमडी) जमा करेगा, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा। बोलीदाताओं द्वारा प्रस्तुत ईएमडी पर कोई ब्याज नहीं दिया जाएगा। सफल बोलीदाताओं को काम सौंपे जाने के बाद असफल बोलीदाताओं का ईएमडी वापस कर दिया जाएगा। हम आपसे अनुरोध करते हैं कि निविदा दस्तावेज के साथ हमारे खाते को जमा करने वाली पावती की एक प्रति हमें दें, जिसमें विफल रहने पर निविदा को अस्वीकृत कर दिया जाएगा। जिन बोलीदाताओं को जीईएम दिशानिर्देशों के अनुसार ईएमडी जमा करने से छूट दी गई है, उन्हें ईएमडी जमा करने की आवश्यकता नहीं है, लेकिन वे अपनी छूट को मान्य करते हुए जीईएम का प्रमाण पत्र / निर्देश अपलोड करेंगे, जिसके बिना उनकी बोलियों पर विचार नहीं किया जाएगा।

9 . The details of account of NABARD are furnished below: -

नाबार्ड के खाते का विवरण नीचे दिया गया है: -

Name of Account: National Bank for Agriculture and Rural Development

Account Number (VAN): NABADMNo6

Bank Name: NABARD

Branch Name: HEAD OFFICE, MUMBAI

IFS Code: NBRD00000002

10. Validity of offer should be **90 days** from the date of opening of financial bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to **31 March 2025 or upto the renewal period whichever is applicable** 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. Upon revision in Minimum Wages by Central government or State Government (whichever is higher), the rates payable to security guards shall be revised. The service/administrative charges quoted by the bidder in GeM (in financial bid) shall be paid on revision in minimum wages.**

ऑफर की वैधता वित्तीय बोली खोलने की तारीख से 90 दिनों की होनी चाहिए। हालांकि, सफल बोलीदाता द्वारा उद्धृत दरें अनुबंध अवधि के अंत तक यानी 31 मार्च 2025 या नवीनीकरण अवधि तक जो भी लागू हो तक दृढ़ रहेंगी, केवल तभी जब न्यूनतम मजदूरी को संशोधित किया जाता है और अनुबंध दरें संशोधित न्यूनतम मजदूरी दरों या जीएसटी / वैधानिक करों में बदलाव से अलग होती हैं और निविदा में कहीं और उल्लिखित अन्य नियमों और शर्तों के अधीन होती हैं। केंद्र सरकार या राज्य सरकार (जो भी अधिक हो) द्वारा न्यूनतम मजदूरी में संशोधन पर, सुरक्षा गार्डों को देय दरों को संशोधित किया जाएगा। जीईएम (वित्तीय बोली में) में बोलीदाता द्वारा उद्धृत सेवा/प्रशासनिक प्रभारों का भुगतान न्यूनतम मजदूरी में संशोधन पर किया जाएगा।

11. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted towards Retention Money Deposit (RMD)/ Security Deposit (SD). The RMD will be 5% of the total value of tender work. The balance amount shall be deposited within 10 days of issuance of work order.

सफल निविदाकर्ता के बयाना जमा राशि (ईएमडी) को सिक्योरिटी डिपॉजिट के रूप में प्रतिधारण जमा राशि (आरएमडी) में परिवर्तित किया जाएगा। आरएमडी निविदा कार्य के कुल मूल्य का 5% होगा। शेष राशि कायदेशि जारी होने के 10 दिनों के भीतर जमा करानी होगी।

The RMD/ SD will be released after **60** days from the expiry of the satisfactory AMC period and will not bear any interest. The RMD/ SD 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. The Earnest Money Deposit paid by the successful bidder when

he submitted his tender shall be held by BIRD as security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit for the period of contract. The Earnest Money deposit shall be forfeited in case the successful bidder fails to commence the services/work by deploying the workers, awarded to him within the prescribed time limit or fails to execute the agreement within one month.

आरएमडी संतोषजनक एएमसी अवधि की समाप्ति से 60 दिनों के बाद जारी किया जाएगा और कोई ब्याज नहीं देगा। यदि ठेकेदार अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है या काम / सेवा को पूरा करने में विफल रहता है तो आरएमडी जब्त कर लिया जाएगा। सफल बोलीदाता द्वारा अपनी निविदा प्रस्तुत करते समय भुगतान की गई अर्नेस्ट मनी जमा को बर्ड द्वारा अनुबंध के निष्पादन और उचित पूर्ति के लिए सुरक्षा के रूप में रखा जाएगा। अनुबंध की अवधि के लिए उक्त जमा राशि पर कोई ब्याज नहीं दिया जाएगा। यदि सफल बोलीदाता निर्धारित समय सीमा के भीतर उसे प्रदान किए गए कामगारों को तैनात करके सेवाएं/कार्य शुरू करने में विफल रहता है या एक महीने के भीतर करार निष्पादित करने में विफल रहता है तो बयाना जमा राशि जब्त कर ली जाएगी।

12. The tenderers must submit proof of deposit of Earnest Money with the Tender, failing which tender will not be considered.

निविदाकर्ताओं को निविदा के साथ अर्नेस्ट मनी जमा करने का प्रमाण प्रस्तुत करना होगा, ऐसा न करने पर निविदा पर विचार नहीं किया जाएगा।

13. A Pre-bid Meeting shall be held on **15 June 2023 at 14:00 hours** in the Conference Hall of Bird, Kolkata office at Royd Street premises. All bidders are invited to attend the meeting after visiting the site for clarification of your doubts / queries, if any.

दिनांक 15 जून 2023 को 14:00 बजे रॉयड स्ट्रीट में बर्ड, कोलकाता कार्यालय परिसर के कॉन्फ्रेंस हॉल में एक प्री-बिड मीटिंग आयोजित की जाएगी। सभी बोलीदाताओं को आपके संदेह / प्रश्नों, यदि कोई हो, के स्पष्टीकरण के लिए साइट पर जाने के बाद बैठक में भाग लेने के लिए आमंत्रित किया जाता है।

14. Intending bidders have to arrange for execution of **pre-bid pre-contract Integrity Pact (on a non-judicial stamp paper of Rs.200/-)** (format of integrity pact attached with the tender) failing which the tender will be rejected. All bidders / vendors have to upload a Pre-Contract Integrity Pact with the Bank on Gem portal, otherwise, they will not be qualified.

इच्छुक बोलीदाताओं को प्री-बिड प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैक्ट (200/- रुपये के गैर-न्यायिक स्टाम्प पेपर पर) (निविदा के साथ संलग्न अखंडता संधि का प्रारूप) के निष्पादन की व्यवस्था करनी होगी, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा। विक्रेताओं को जेम पोर्टल पर बैंक के साथ एक पूर्व-अनुबंध अखंडता संधि अपलोड करनी होगी, अन्यथा, वे योग्य नहीं होंगे।

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

केंद्रीय सतर्कता आयोग द्वारा नियुक्त स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) निम्नलिखित हैं।

Dr. Sanjay Kumar Panda, IAS (Retd)

515, Ward No.3 Sideshwar Sahi

Cuttack City, Cuttack district Odisha 753 008

16. This Notice Inviting Tender (NIT) shall also form part of the Tender Document.

निविदा आमंत्रित करने वाली यह सूचना (एनआईटी) भी निविदा दस्तावेज का हिस्सा होगी।

17. In case of any confusion/ doubt with regards to interpretation, the English version shall prevail.

व्याख्या के संबंध में किसी भ्रम/संदेह की स्थिति में, अंग्रेजी संस्करण मान्य होगा।

भवदीय/ Yours faithfully,

---sd---

(Sudyumna Pal)

Deputy General Manager

PRE QUALIFICATION CRITERIA

1. The work involved is Annual Service Contract for Providing Security Services at Bankers Institute of Rural Development, Abhilasha-I, 6, Royd Street office for the period from 01 July 2023 to 31 March 2025.

2. **Work experience documents (to be uploaded on GeM portal):**

The contractors should have **experience of similar works** during the last 3 years (ending 31.03.2023) and who fulfil the following criteria are eligible to tender: -

- Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (2020-23) not less than **Rs.63.00 Lakh**.

OR

- Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (2020-23) not less than **Rs.39.00 Lakh**.

OR

- Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (2020-23) not less than **Rs.32.00 Lakh**.

3. **Financial criteria (to be uploaded on GeM portal):**

The tenderers should have average Annual Turnover of minimum **Rs.24.00 Lakh** each year during the last three years (2019-2020, 2020-21 and 2021-22) ending **31 March** supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

4. **License Criteria (to be uploaded on GeM portal):**

The Bidder should have valid license as per under **The Private Security Agencies Regulation Act, 2 (PSARA Act) 2005**, to operate as security agency issued by Govt. of **West Bengal**. Copies of Licenses and valid registration certificate to be uploaded. **Bidders without required documents will be summarily rejected**. The licenses and registrations should be valid as on the date of opening of bids.

5. The tenderers should have applicable registrations **PAN and GSTIN**, 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 with tender.

6. Agency should have a valid license/registration as per GOI instructions or from any other competent authority to operate a manpower agency in the State of West Bengal and similarly registration with appropriate competent authority. Tenderers to note that copies

of licenses and registration are to be submitted with the bid i.e., Part I. Tenders without required documents will be summarily rejected.

7. Service Charges claimed by contractor should include management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labourers, other overheads, etc. Contractors are advised to quote service charges after due diligence which should be reasonable and workable. **The minimum service charges in the procurement of Manpower Outsourcing service may be 3.85%.** However, in case two or more bids gets tied (**multiple L1 bidders**), then for awarding of the work shall be done as per procedure of GeM portal (such as reverse auction or any other process).

8. **In order to ensure the statutory requirements, the bidders should have: -**

- i. The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
- ii. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
- iii. The bidder shall be registered with Goods & Services Tax (GST) authorities.

9. Non-compliance of any of the conditions mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.

10. The agency should, **have their own office within the city limits of Kolkata.**

11. **Checklist of documents to be submitted:**

Tenderers are requested to submit the following documents for examining their qualification/suitability. Qualification of the bidder will be subject to satisfying the prescribed eligibility criteria:

- i) Copies of 'Work Orders' and 'Satisfactory Service Certificates' of the works done by them from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last seven years.** "Similar Works", i.e., security services.

(Means experience in executing annual maintenance contract for Security arrangements in Government / PSUs / Public Sector Banks / Autonomous Bodies etc.)

- ii) IT returns of last three consecutive financial years –2019-20, 2020-21 and 2021-22.

- iii) Audited balance sheets of last 03 financial years. 2019-20, 2020-21 and 2021-22
 - iv) PSARA License
 - v) References of clients / particulars of bankers, specifying their names and contact Numbers (landline and mobile) and names of the contact executives / officials.
 - vi) GST/ PAN Registration Certificate.
 - vii) Proof of having an office in Kolkata. As a proof document such as registration certificate, GST certificate, Electricity bill, Rent agreement or property document shall only be admissible.
12. Intending tenderers are required to submit their full biodata giving details about their organization, experience, personnel in their organization, spare capacity, Competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
13. 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.
14. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before awarding the AMC. 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 Bank is not bound to assign any reason for rejecting the tender.
15. After scrutiny of the tenderer if the same is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.
16. Applications containing false and/or inadequate information are liable for rejection.
17. While filling up the application regarding 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.**
18. Clarifications, if any required, may be obtained from Bankers Institute of Rural Development (BIRD), Kolkata.
19. **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:

Signature of the Tenderer with seal

Address

Selection Process

1. The selection of bidder in financial bids will be as per Least Cost Selection (LCS) Methodology or any other method prescribed in GeM portal.
2. In bids the qualification shall be done on the basis of Quality and Cost Based Selection (QCBS).

The details of methodology to be adopted for selection of bidder (in case of QCBS) Quality and Cost Based Selection based.

The technical evaluation of bid will be on evaluation matrix indicated below. *The maximum marks for evaluation matrix is 100 and qualifying marks is 70%. The bidder has to achieve overall 70% marks otherwise the bidder will not be qualified during technical evaluation.*

Evaluation Matrix

Sl.	Particulars	Sub-Marks	Remarks
1	Legal Structure	10	The bidder must enclose the incorporation certificate.
(i)	Private/Public Ltd	10	
(ii)	Partnership	7	
(iii)	Proprietorship	5	
2.	Years of Registration	10	The bidder must enclose the registration certificate
(i)	More than 15 years	10	
(ii)	Less than 15 but more than 10 years	7	
(iii)	Less than 10 but more than 7 years	5	
(iv)	Less than 07 but more than years	2	
(v)	Less than 03 years	0	
3.	Work Experience in relevant field (Security Services)	10	The bidder must enclose the work order / completion certificates so that length of experience can be established.
(i)	Work Experience in Security Services for more than 15 years	10	
(ii)	Work Experience in Security Services for less than 15 but more than 10 years	7	
(iii)	Work Experience in Security Services for less than 10 but more than 3 years	5	
4	Number of Manpower on Minimum Wages on	10	The bidder must enclose the work order (belonging to the period from 2016-2023) of highest number of security guards deployed for establishing this.

Sl.	Particulars	Sub-Marks	Remarks
	Roll (in one single order) of Agency		
(i)	More than 50	10	
(ii)	More than 20 but less than 50	7	
(iii)	More than 10 but less than 20	5	
(iv)	Less than 10	0	
5	Working experience with PSBs /Govt institutions/RBI/SBI, PSUs	10	The bidder must enclose at least one work order for providing security services in this regard
(i)	Working experience with RBI/NABARD/SIDBI/Exim Bank/NABFID/IFSCA	10	
(ii)	Working experience with GoI/ Central Govt/ PSUs/Autonomous Bodies/ State Govt/ State Govt Agencies	7	
(iii)	Working experience with Public Sector Banks/Nationalised Banks/ SBI	5	
(iv)	Working experience other than mentioned in 3 (i), (ii) & (iii)	3	
6	Registered office	10	The bidder must enclose the address proof in this regard
(i)	Registered office in districts of Kolkata, Howrah, 24 Parganas (North) and 24 Parganas (South)	10	
(ii)	Registered office in state of West Bengal	5	
(iii)	Registered office outside West Bengal	0	
7	Number of work orders for similar works in last 3 years	10	The bidder must enclose the relevant work order for providing security services in this regard
(i)	Should have carried out minimum 1 similar work with Govt/PSUs during last 3 years (ending 31.03.2023) not less than Rs.63 Lakh	10	
(ii)	Should have carried out minimum 2 similar works with Govt/PSUs during last 3 years (ending 31.03.2023) not less than Rs.39 Lakh	7	
(iii)	Should have carried out minimum 3 similar works with Govt/PSUs during last 3 years (ending 31.03.2023) not less than Rs.32 Lakh	5	

Sl.	Particulars	Sub-Marks	Remarks
8.	Submission of All Documents/ Application in Prescribed format (as per Annexure-II) of tender documents	5	
(i)	Submitted all supporting documents as mentioned in tender document and submitted the information as per format given in the tender document	5	
(ii)	Not Submitted all the supporting documents as mentioned in tender document and not submitted the information as per format given in the tender document (even if one mandatorily documents mentioned in tender document)	0	
9	Submission of EMD and Integrity Pact	10	
(i)	Submitted the Mandatorily Pre-Contract Integrity PACT and EMD (except exempted categories) submitted at the time bidding	10	
(ii)	Submitted the Mandatorily Pre-Contract Integrity PACT and EMD (except exempted categories) submitted after issuance of clarification by the buyer	5	
(iii)	Not Submitted	0	
10	CA Certified Annual Turnover for last three years	10	The bidder must enclose turnover certificates for the years 2019-20, 20-21, 21-22
(i)	Average CA Certified Turnover of last three years more than Rs. 250 lakh	10	
(ii)	Average CA Certified Turnover of last three years more than Rs. 200 lakh but less than Rs. 250 lakh	7	
(iii)	Average CA Certified Turnover of last three years more than Rs. 150 lakh but less than Rs. 200 lakh	5	
(iv)	Average CA Certified Turnover of last three years less than Rs. 100 lakh to Rs. 150 lakh	3	

Terms & conditions

1. Contractor shall provide 09 Security Guards in 3 shifts round the clock (total 09 man shifts), to the Bank for providing safety, monitoring and surveillance services at its office. Guards should be uniformed, Trained and preferably Certified from their or others Training Establishment personnel. Site of deployment is as under-.

Sl. No.	Location of Premises	Building Details	Number of Security guards to be deployed
1	Bankers Institute of Rural Development, Abhilasha-I, 6, Royd Street, Kolkata – 700 016	No. of Floors: - 5 (Reception at Ground floor+ 2nd to 5th floor) Area details: - 51400 sq.ft built up area	3 security guards (per shift) in office building.

2. The number of guards mentioned in above table at each location is tentative. NABARD can ask to increase or decrease the number of security guards at any site as per its requirements. The bidder shall also rotate each guard in various shifts of the day on monthly basis under information to NABARD.

3. Reliever Charges:

No worker should work more than 26 days in a month and must be provided a weekly off day. For relieving the workers the bidder will provide a reliever as replacement. A reliever charge @1/6 of normal wages of a worker shall be paid to the bidder in this regard. No overtime or extra duty charges shall be paid to the bidder for any worker. The bidder should ensure that no worker is made to work any over time or any extra duty.

4. The agency will quote the rates per shift (as per central government minimum wages rules) person per day. **In case of revision in minimum wage structure of Guards (if any) by government authorities, the wages payable to the workers deployed by the bidders shall be revised on proportionate basis. However, the administration charges (fixed as percentage basis and not fixed as lump sum) or any other allowance not linked with the revision of minimum wages shall remain fixed. The workers deployed by the bidder shall be paid minimum wages of either the central government or the state government, whichever is higher and beneficial to the workers. The bidder shall pay by the end of month to the workers deployed by him under this annual maintenance contract and shall seek reimbursement of the bills paid as per this AMC from NABARD. The reimbursement shall be made to the bidder within 30 days of receiving the claim. Along with the monthly reimbursement claim sent to NABARD, the bidder shall enclose the salary slips of all the workers deployed by him under this AMC. The bidder shall**

also enclose the proof of having deposited the salaries in the bank accounts of the respective workers deployed by him. The bidder shall also be required to give copies of challans for having deposited PF or ESI etc. contributions of the workers to their respective accounts with the relevant authorities.

5. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."

6. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.

7. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Bank and if any change is required on part of the Bank or bidder, fresh list of staff shall be made available by the agency after every change.

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

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

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

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

12. Adequate supervision will be provided by the agency to ensure correct & effective performance of the security services and in accordance with the assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter the Premises must be identified, noted in the register and parked at designated places. All the material moving inside or outside of site of duty must be accompanied by a gate pass or a letter from the owner, which may be filed for official

purpose. No charity/sales etc. person or activity should be allowed inside the office premises. A separate ingress/egress register to be maintained to note the details of all contract workers entering and exiting the premises.

13. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, by the authorized representatives of the Bank may issue from time to time and which have been mutually agreed upon between the two parties.

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

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

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

17. The personnel engaged should be of robust physique and project an image of utmost discipline. They should be between the ages of 18 and 55 years old. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases. Preferably, the personnel with fluency in local language should be deployed.

18. The timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours shall not be allowed. **No payment shall be made by the Bank for double duty/Over time, if any. A fine of Rs. 500/- is liable in such cases from the Contractor's bill. Authorised Manager/ Supervisor must organize surprise visits, at least 3 visits during every week,** to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. **Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 500/- per missed visit.** The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.

19. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Department of Procurement, Security and Premises (DPSP) or Bank's designated officers at any point of time. They shall specify the services of guards to be obtained in each shift.

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

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

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

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

24. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

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

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

27. 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.

Payment

28. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Caretaker/ Assistant Caretaker (ACT) of the Office. No other claim on

whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

a) Contractor shall pay their entitled wages on or before 10th day of each month. It shall not be linked to the payment of the bill. Service provider will not be given any relaxation in this matter.

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

c) In order to ensure that such employee get their entitled wages timely every month, the contractor shall compulsorily issue the salary slip to every security guards an indicative format is provided below: -

Name of Employee's	Designation
Month	No. of Days present:-
Gross SALARY paid	
DEDUCTIONS	
Net amount paid	
PF No.	
EPF (%)	

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

30. Penalty:

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

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

32. Obligations of the bidder/ contractor:

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

33. If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfilment of the terms

of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign.

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

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

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

37. Manpower engaged should be trained for providing security services and basics of Fire Fighting preferably at their training establishment or other establishment and proof/certificate regarding the training shall be submitted.

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

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

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

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

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

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

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

39. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Joint Director, BIRD, Kolkata.

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

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

40. Jurisdiction of Court

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

41. Details of Rate-

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

b) The rates should be quoted by the agency will be as per GeM format available.

c) The administration charges quoted should include the cost of manpower and their uniform, cost of equipment/machinery/material, if any; and contractor's overhead charges and service charges/profit and any other charge to be specified, **exclusive** of GST. GST applicable on the base rates should be mentioned **separately**.

d) **Tie in Rates-** The sum total of the rates quoted for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates procedure available in GeM will followed.

e) **Reasonability of Rates** -The bidders shall take all care to ensure that the rates are quoted taking entire scope of the job and statutory obligations for engagement of contract labour into consideration. The competent authority of NABARD reserves the right to seek additional clarifications, if felt necessary, from any of the bidders to

(i) Ensure successful performance of the contract, and

(ii) Assess reasonability of administrative/Overhead expenses quoted to pre-empt any possibility of exploitation of labour. In case of non-satisfactory explanation the bid of such bidder/s may be rejected outright.

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

SCOPE OF WORK

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. To assist in conduct of internal investigation required in the interest of the Security of NABARD.
2. To switch on/off electrical points and Air Handling Units (AHUs), pumps etc. before/after office hours in the premises.
3. To ensure open/lock all the doors of buildings before/after office hours and as per directions of NABARD official's regularly on working days and whenever required on holidays.
4. A CCTV camera/Access Control system is installed in the office. The DVR/NVR and monitor of the system will be located at specified locations. The scope of work also includes the basic operation, for keeping surveillance of such a device by the guards at no extra cost. The Guards shall be adequately trained for this purpose by the successful Bidder at no extra cost.
 - a. The gates will have to be kept closed at every point of time and opened only during the time of entry and exit of vehicles, staff and visitors.
 - b. Movement of materials in & out of the building needs to be recorded at office.
 - c. Security staff needs to be engaged for opening and closing of the reception lobby area glass door during office hours.
 - d. Car parking at designated places by the officials needs to be monitored and maintained by the security.
 - e. 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.
 - f. The security personnel engaged and deployed by the contractor should possess the knowledge on right of private defence of persons and property as provided under the Indian Penal Code.
 - g. Security personnel deployed should be well versed with all security related procedures, gate control, first aid, & vigilance.
 - h. Deployment registers to be maintained by the contractor at the respective sites
 - i. 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.
 - j. Any other services incidental to or connected with the work usually and normally rendered by the agency and as decided by the Bank.
 - k. Any abnormality identified by the security staff needs to be reported to NABARD authority immediately.

- l. All registers to be maintained by the security team diligently.
- m. Intruders in the building needs to be stopped by the security team.
- n. Post-closing of office hours they will have to ensure that all the lights in the office building are switched off and all the gates are closed properly.
- o. The security team must be well versed with all types of firefighting gadgets and will have to operate the devices at the time of need.
5. The night shift security team will have to ensure hourly patrolling of the complete building and share reports to the service provider regularly.
6. All non-staff members including courier delivery boys, staff on contract etc. will be allowed entry into the NABARD's premises after through checking of their bags/delivery items by Handheld Metal Detectors (HHMD) and physical checking.
7. All delivery vehicles including tempos etc. will be thoroughly searched/scanned before allowing entry into office premises.
8. Any other provisions as advised by BIRD, Kolkata may be incorporated in the agreement. The same shall also be binding on the contractor.
9. **All the works mentioned above are indicative only. NABARD may assign any other work related to the main job which may come to notice or emerge in future.**

10. Working Days & Hours

- (a) All the days of a month. The deployment of security guards shall be in such a way that those security guards shall not be further deployed within a cycle of 24 hours
- (b) The manpower as assessed above should be deployed in such a manner that no labour shall be required to work without a day's weekly rest and for more than 26 days a month.

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

SAFETY CODE

1. The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilised dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.
4. A penalty of **Rs. 1,000/-** shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of **Rs. 2,000/-** shall be levied if violation is repeated.
5. Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments and its staff. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
6. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work. The cost of such insurance shall be built by the contractor in the administrative charges' percentage quoted by him.

Declaration by the Contractor

We / I have read and understood the Safety code for the security services at BIRD, Kolkata Office Premises, and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place:

Date:

(Signature of the Tenderer)

Address:

Name and Seal:

BASIC INFORMATION ABOUT THE TENDERER

1.	Names, address of firm/Agency	:		Affix duly attested Photo
2.	Company and Telephone	:		
3.	Name, Designation, Address and Telephone No. of authorized person	:		
4.	Please specify as to whether Tenderer is sole proprietor Partnership firm/Private or Limited Company	:		
5.	Name, Address and Telephone No. of Directors/partners	:		
6.	Registration No.	:		
7.	Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year's Income Tax Return	:		
8.	Provident Fund Account No.	:		
9.	ESI Code Number	:		
10.	License number under Contract Labour (R&A) Act 1970 of the Employer	:		
(a)	Details of Bid Security/ Earnest Money deposit	:		
(b)	Amount	:		
(c)	UTR Number of the amount Deposited in NABARD account	:		
(d)	Date of Deposit	:		
(e)	Name of Bank transferred from	:		
11.	Any other information	:		

12. Declaration by the bidder

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

(Signature of the bidder) (With seal) Name and Address

Draft ARTICLES OF AGREEMENT

(On Rs.200/-Non-judicial stamp paper)

AGREEMENT FOR ANNUAL SERVICE CONTRACT

THIS AGREEMENT is made at Kolkata on thisday of2023

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development having its Training Establishment, viz. Bankers Institute of Rural Development (BIRD) Office building at Abhilasha-I, 6, Royd Street, Kolkata-700016 hereinafter referred to as “**NABARD**” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

M/s., a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at hereinafter referred to as the ‘**Contractor**’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

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

WHEREAS

a) NABARD, being desirous of outsourcing the works relating to Annual Service contract for Security Services (hereinafter referred to “**the said works**”) at its Office premises at BIRD, Kolkata (hereinafter referred to as “the said Premises”) for the period 01.07.2023 to 31.03.2025, vide its letter No.....dated....., issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure” and to be read as part and parcel of this Agreement.

b) The Contractor had submitted its bid for undertaking the said works at the said Premises in GeM portal.

c) NABARD, vide its Letters of Intent No.....dated.....2023 had selected the Contractor for carrying out the said works at the said Premises.

d) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence with effect from the date of awarding the contract till 21 months unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or Cessation of the requirements etc. NABARD shall pay a sum of per month for the period from 01.07.2023 to 31.03.2025 to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2025 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.
2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2025 with mutual consent, if required. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by: -
 - i. List of individuals deployed.
 - ii. Biodata containing educational qualifications and previous experience/s, date of birth, etc.
 - iii. Certification of verification of antecedents of persons by local Police authority.
 - iv. Identity Cards bearing photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s.

7. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
8. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
9. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/compensation /absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
10. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
11. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person

authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

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

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by it and necessary tools, equipment, and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.

18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractor's vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The CAR policies are required to be at least for 1.25 times of the contract value.

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

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

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

liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.

25. In case, the manpower deployed by the Contractor commits any act of commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.

26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of West Bengal/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered, and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.

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

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default

or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD

33. Shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

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

35. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

36. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

37. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

38. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

39. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

40. If the services of the contractor are not found satisfactory, the contractor will be given one month's notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months' notice in advance. If the Contractor fails to give such three months' notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination of this agreement.

41. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by

the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

42. Resolution of disputes

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

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

42. c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

42. d. The venue of the arbitration shall be at Kolkata.

42. e. The language of arbitration shall be English.

42. f. Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

43. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on

- (i) The business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- (ii) The expiry of 5 days after posting, if sent by post, or
- (iii) the business date of receipt, if sent by courier.

44. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures

will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

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

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

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

Signed, sealed and delivered

Signed, sealed and delivered

By Shri

By Shri

For & on behalf of NABARD

The duly authorized signatory for & on
Behalf of the Contractor

In the presence of

In the presence of

1

1

2

2

ANNEXURE – III

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractor/ service provider for effecting payment Name and address of contractor/ service provider with phone nos.

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

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

Place:

DATE:

NAME

(SIGNATURE OF THE TENDERER)

ADDRESS: