



**NATIONAL BANK FOR AGRICULTURE AND
RURAL DEVELOPMENT**

TAMILNADU REGIONAL OFFICE

**TENDER DOCUMENT
PART-1**

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

PART – I

Name of the Agency: _____

Address: _____

Landline and Mobile _____

Last Date for Submission of Tender: 14:30 hrs. on 20.04.2018

Opening of Techno Commercial Bid: 15:00 hrs. on 20.04.2018

**Notice Inviting Tender for providing Security Services at NABARD,
Tamil Nadu Regional Office Building and three Residential Colonies
2018-19**

1. General:

The present tender is being invited for round the clock Security Services under which the contractor shall provide Security Guards to safeguard Bank's Regional office Building, 3 of our Residential Quarters (i.e. building, equipment and material), and staff residing in the premises for the period 01 May 2018 to 31 March 2019. Schedule of Tendering events is given at Annexure I.

2. Eligible Bidders:

2.1. The Bidder should be providing similar kind of services for at least last three consecutive years and having average annual turnover of **Rs.30 lakh** above per year during the last three financial years for providing Security Services alone, out of which, at least **one** similar work costing not less than **80** Lakhs.

2.2. The bidder should have experience of executing similar works (i.e. providing security services through Security Guards) at sensitive Government Offices/Public Sector Institutions / RBI / Commercial Banks by providing minimum 25 guards at least at one location.

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

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

2.5. Must have a valid license to engage in the business of Private Security Agency.

2.6. Must have ISO 9001:2000 certification.

2.7. Must have been awarded similar contracts at Chennai by minimum of 3 parties, of which atleast one must be a Public Sector Bank with minimum of 25 guards deployed atleast one must be a Central Government Department, and one a Private Bank / Reputed Private Company with minimum 25 guards deployed. These contracts must have been awarded during the preceding three years.

3. Instructions to Bidders:

3.1. Pre-contract Integrity Pact as in Annexure II may be filled and submitted in a SEPARATE ENVELOPE, failing which the tender will not be considered.

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

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

3.4. Bidder shall submit a copy of (Permanent Account No. Card) under the Income Tax Act and also GST registration number.

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

3.5. Bidder should not engage or sublet this contract to any agent, middleman or any intermediaries.

3.6. Any change in the Tender will be uploaded on our website www.nabard.org. Bidders are advised to see the corrigendum i.e. uploaded as and when required.

4. Tender Documents:

4.1. Contents of Tender Documents.

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

- (a) Schedule of Events - Annexure I
- (b) Pre Contract Integrity Pact - Annexure II (To be submitted in a separate cover)
- (c) Tender form for providing security services - Annexure III
- (d) Scope of Work - Annexure IV
- (e) Check list for Pre-qualification Bid - Annexure V
- (f) Check list for Technical Evaluation - Annexure VI
- (g) Undertaking - Annexure VII
- (h) Client Report - Annexure VIII
- (i) Price Bid for Security Guard (to be submitted in a separate sealed cover)

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

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

4.4 The bidder shall, on the dates given in the Notice Invitation to Tender, submit his bid in sealed envelopes super- scribed with the name of the bidder particulars Tender No, Title. The sealed envelope shall be addressed to the **Chief General Manager, NABARD Tamil Nadu Regional office, No-48 Mahatma Gandhi Road, Nungambakkam, Post Box No:6074, Chennai – 600 034** and dropped in the tender box kept at Ground floor Area near ACT Seat, DPSP, RO Tamil Nadu-Chennai on or before 14.30 hours on 20 April 2018.

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

4.6. The bidder shall deposit Bid Security /Earnest Money Deposit (EMD) of Rs. **1,60,000/- (no interest shall be payable)** in the form of an Account Payee Demand Draft/Banker's Cheque/ Pay Order drawn in favour of "**NABARD Chennai**" issued by any Nationalized / Commercial Bank along with the Tender document. EMD / Bid security of the unsuccessful bidders will be returned to them at the earliest after the award of the contract without interest. The bidder shall give particulars of bank account(name of the account holder, type of account, account number, address of the bank) for refunding EMD amount in case of unsuccessful bidders. The EMD will be forfeited if the bidder withdraws his bid during the course of tender validity.

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

4.8. Bidder shall quote in the price bid, rates of wages for security personnel not less than the minimum wages as per current Minimum Wages Act of Government of India, by giving break up of basic wages, including VDA, allowances, relieving charges, and other statutory liabilities as per central minimum wages. The prospective bidders who do not meet the statutory requirements are liable to be rejected.

4.9. Conditional bids/offers will be summarily rejected.

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

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

5. Duration of Contract:-

The contract shall be valid for **11months (from 01 May 2018 to 31 March 2019)** extendable for one more year subject to review of satisfactory service only. The Bank reserves the right to curtail or to extend the validity of contract on the same rates and terms & conditions for such period as may be agreed to.

6.. Submission of Bids:-

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

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

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

(iii) Price Bid should be placed in a sealed cover duly super scribed “PRICE BID FOR AWARD OF CONTRACT FOR SECURITY SERVICES”-**Part III**

(iv) Apart from the above, **Pre Contract Integrity Pact** should be placed in a sealed cover duly super scribed “Pre-Contract Integrity Pact”.

(v) Schedule of Events is given at **Annexure I**.

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

The last date for submission of duly filled in tender forms is 20 Apr 2018 by 1500 hrs. The tender should be addressed **Chief General Manager, NABARD Tamil Nadu Regional office, No-48 Mahatma Gandhi Road, Nungambakkam, Post Box No:6074, Chennai – 600 034.**

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

- (a) Self attested copy of PAN No. card under Income Tax Act;
- (b) Self attested copy of Goods and Service Tax Registration Number;
- (c) Self attested copy of Valid Registration No. of the Agency/Firm/Company;
- (d) Self attested copy of Certificate of Registration under Contract Labour (Regulation & Abolition) Act 1970.
- (e) Self attested copy of valid Provident Fund Registration Number;
- (f) Self attested copy of valid ESI Registration Number;
- (g) Proof of average Annual Turnover as stated in Clause 2.1 supported by audited Balance Sheets/ certification of Chartered Accountant.
- (h) Proof of experience as stated in Clause 2.2. Supported by documents from the concerned organizations
- (i) Duly filled and signed [Annexure-III to VIII](#).
- (j) Documents in support of PSAR Act 2005 as mentioned in 2.3 above.

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

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

7. Bids

7.1 Bid Opening:-

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

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

7.1.3. Conditional bids will also be summarily rejected.

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

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

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

7.2.2. The Bank may terminate the contract in the event the successful bidder fails to execute the agreement within specified period.

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

8 Award of Contract:-

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

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

8.3 The successful bidder will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award until extended by the Bank up to a maximum of another two weeks.

8.4 The EMD of the successful bidder will be held with NABARD till the completion of contract period. No interest shall be payable on this EMD.

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

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

9 Terms & conditions

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

Location	No. of Gurds	Remarks
NABARD, Tamil Nadu Regional Office, 48 Nungambakkam High Road, Chennai 600 034	7	2 Guards per shift and one Guard in General Shift
NABARD Officers Quarters, No.8, Cenotaph Road, Teynampet, Chennai 18	6	2 Guards per shift
NABARD Officers Quarters, 73, Bazullah Road, T. Nagar, Chennai 17	6	2 Guards per shift
NABARD Staff Quarters No.70 South Boag Road T.Nagar, Chennai 17	6	2 Guards per shift
TOTAL	25	

The agency will quote the rates per shift of eight hours per person per day. **In case of revision in wage structure of Guards (if any) by the Central Government, the incremental wages as applicable, will be payable on being claimed by the bidder.**

The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the Bank.

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

9.3. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as

applicable from time to time with regard to the personnel engaged by the contractor for the Bank.

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

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

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

9.7. Adequate supervision will be provided to ensure correct & effective performance of the security services as per para 9.13 of this document and in accordance with the assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. For any visitor/guest coming to colonies, the Security Guard may first check with the colony resident and then only allow the visitor inside. All the material moving inside or outside of the colony must be accompanied by a gate pass or a letter from the owner, which may be filed for official purpose. No charity/sales etc. person or activity should be allowed inside the colony without a written permission from Quarters Welfare association. A separate ingress/egress register to be maintained to note the details of all contract workers entering and exiting the premises.

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

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

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

9.11. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards.

9.12. The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 25 and 55 yrs. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

9.13. The Security Guards should be provided for 8 hours shift in three shifts as indicated below:

- | | |
|-----------------|--------------------|
| 1. First Shift | 0600 to 1400 hours |
| 2. Second Shift | 1400 to 2200 hours |
| 3. Third shift | 2200 to 0600 hours |

One Guard will be on general shift at our Office premises from 0900 to 1700 hours. The agency will ensure weekly rotation and weekly off to all the guards. **Authorised Manager must organize surprise visits, at least 3 visits during day and 2 during nights (between 12 am and 04 am) every week,** to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.

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

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

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

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

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

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

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

9.21 Requirement of Secrecy - The Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Agency during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest

confidence. The Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Agency and the Bank shall be entitled to claim damages and pursue legal remedies. The Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Agency's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

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

10. Payment

10.1. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Caretaker of the Bank Colonies, attested by the P&SO and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

- a) Contractor shall pay their entitled wages on the last day of the month. It shall not be linked to the payment of the bill.
- b) Payment must be made by the service providers through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will get a bank account opened for every engaged employee.
- c) The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.
- d) While submitting the bill for the next month, the services provider must file a certificate certifying the following
 - i) Wages of employees were credited to their bank accounts on (date)
 - ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)
 - iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)
 - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
- f) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill by 26th of the month, even then he has to make the payment to the employees on the last working day.

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

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

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

10.3. The Bank will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract prior to 2 to 3 days of commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

10.4 Deduction will be done proportionally from the salary

10.5 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, & is assessed as true by the Bank, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Premises immediately. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory

11. Force Majeure

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

performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

12. Obligations of the bidder/ contractor:

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

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

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

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

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

12.6. The security agency shall employ manpower from the category of Security Guards not above the age of 55 years and below 21 years of age. Manpower engaged should be trained for providing security services at their training establishment and proof/certificate regarding the training shall be submitted.

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

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

12.9 The contractor shall bear all the expenses incurred on the following items i.e. Provision of uniforms(including name badges, belt and shoes), torches and cells, lathis/ballams and other such gadgets to driver staff, security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

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

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

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

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

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

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

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

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

13. Dispute Resolution

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

(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 Chennai only.

14. Jurisdiction of Court

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

ANNEXURE I

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be obtained from our office or can be downloaded from	
	website:	www.nabard.org
	From	03 April 2018
	To :	20 April 2018
Last date for requesting clarification (optional)	Up to 1500 hrs. on 19 April 2018	
Pre - bid Meeting for clarifications to queries raised. (optional)	On 10 April 2018	
	At 11.30 Hours	
	Venue : 3th Floor Conference hall	
Last date of submission of Tender	Up to 1430 Hrs. on 20 April 2018	
Opening of Technical Bids	Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.	
Opening of Commercial Bids	On a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.	
Contact Details		
Address for Communication and submission of bid.	NABARD Tamil Nadu Regional Office, 2 nd floor DPSP Dept No-46, Mahatma Gandhi Road, Nungambakkam, Post Box No-6074 Chennai – 600 034 Tamil Nadu	
Telephone	Landline	044 2830 4444 :
	Fax	044 28275732 :

ANNEXURE – II

PRE CONTRACT INTEGRITY PACT

General

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

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/ has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 3 The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or

any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

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

4. **Previous Transgression**

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

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

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 7,87,000/- as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments.

- i. Bank Draft or a Pay Order in favour of NAABRD
- ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (as specified in the RFP)

5.2 The Earnest Money/ Security Deposit shall be valid upto a period of One years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

6. **Sanctions for Violations**

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(S) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7 Fall Clause

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

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitor Shri Debabrata Sarkar (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

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

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

9. **Facilitation of Investigation**

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

10 **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

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

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

13 The parties hereby sign this Integrity Pact at _____ on -
_____.

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness

Witness

1. _____
_____?

1.

2. _____

2.

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-III

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

1.	Names, address of firm/Agency/ Company and Telephone Numbers	
2.	Registration No.	
3.	Name, Designation, Address and Telephone No. of authorized person	
4.	Please specify as to whether Tenderer is sole proprietor/ Partnership firm/Private or Limited Company	
5.	Name, Address and Telephone No. of Directors/partners	
6.	Copy of PAN card issued by Income Tax Department and Copy of previous Financial Year's Income Tax Return.	
7.	Provident Fund Account No.	
8.	ESI Code Number	
9.	License number under Contract Labour (R&A) Act1970 of the Employer	

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

10.	Details of Bid Security/Earnest	
	Money deposit:	
	(a) Amount:	
	(b) Demand Draft/ Pay Order /	
	Banker Cheque No.	
	(c) Date of issue:	
	(d) Name of issuing Bank:	
11.	Any other information:	
12.	Declaration by the bidder:	

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

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

ANNEXURE-IV

SCOPE OF WORK OF THE SECURITY AGENCY

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

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

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

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

11. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
12. In emergent situations, security staff/supervisor deployed shall also participate and they should be sensitized for their role in such situations.
13. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female and elderly visitors.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.

ANNEXURE-V

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest money	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also.	
3.	Undertaking on a letter head (as per format prescribed in Annexure-V).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of Goods and Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency.	
7.	Self-attested copy of the License under Contract Labour (R&A) Act 1970, of the employer for whom the Security Agency is currently undertaking the work.	
8.	Self-attested copy of valid Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual turnover of last financial year duly certified by the Statutory Auditors.	
12.	Any other documents, if required.	

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

ANNEXURE-VI

Checklist for Technical Evaluation

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

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

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

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

UNDERTAKING

To

The Chief General Manager
NABARD Tamil nadu Regional office,
No-48 Mahatma Gandhi Road, Nungambakkam,
Post Box No:6074, Chennai – 600 034

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

Sir,

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

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

ANNEXURE-VIII

Client's Report

(On Client's Letter Head)

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place

(Office Seal)

Place:

Date:

