



**Annual Maintenance Contract for Security Services at NABARD,
Jharkhand Regional Office at Booty-Bariatu road, land site at Pundag and
Residential Colonies at Khelgaon
from 01.07.2022 to 31.03.2025**

PART I (TECHNICAL BID)

**To be submitted offline at 4th floor, DPSP, NABARD, Jharkhand RO
Booty-Bariatu Road, near water tank, Ranchi 834009**

Tender Ref. No.	NB.JH RO/ DPSP/ 148 / AMC/2022-23
Date of commencement of issue of tender	19.04.2022
Date of Pre-bid meeting	15:00 hrs on 29.04.2022
Due date and time for submission of Tender	14:00 hrs on 10.05.2022
Date and time of opening of the Tender (Technical Bid)	15:30 hrs on 10.05.2022
Date and time of opening of the financial bid	Shall be communicated to the technically qualified bidders later.

Name of the Bidder	
Address	

Note: Any bid with incomplete information will be rejected

Signature and stamp of the Bidder
or Authorized Signatory

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FORM OF TENDER

To

Dr. G K Nair G

Chief General Manager
NABARD Jharkhand Regional Office,
Near Water Tank, Booty Road, Bariatu
Ranchi - 834009

Dear Sir,

Name of Work	Annual Maintenance Contract for Security Services at NABARD, Jharkhand Regional Office at Booty-Bariatu road, land site at Pundag and Residential Colonies at Khelgaon from 01.07.2022 to 31.03.2025
Earnest Money Deposit (interest free)	EMD of Rs. 1,70,000/- (Rupees One lakh seventy thousand only) through Demand draft payable at Ranchi in favour of NABARD, Ranchi. Tenders without EMD are liable to rejection.
Validity of tender	90 days from date of opening
Mode of submitting The tenders	In hard form with all the supporting documents with proper indexing to NABARD Jharkhand Regional Office.
Pre-bid meeting	15:00 hrs on 29.04.2022
Time up to which tenders can be submitted	14:00 hrs on 10.05.2022
Time of opening of Technical Bid	15:30 hrs on 10.05.2022

2. Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

3. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof the Earnest Money Deposit may be forfeited.

4. Details of the Firm/ Company/ Individual

i. Name of our firm / Company / Individual

ii. Address of our firm / Company/ Individual

iii. Telephone No.: _____, Mobile No. _____

iv. E-mail address _____

v. a) Bank a/c no. is _____ with _____ Bank.

b) Type of account: Current A/c OR Saving A/c (please tick)

c) IFSC Code of bank branch: _____ (For receiving payments against bills of works)

(ii) Address of bank branch: _____

5. The names of partners of our firm are (if applicable):

(i)

(ii)

Name of the partner of the firm authorised to sign tender / agreement

OR

Names of person having Power of Attorney to sign the contract.

(Specimen Signatures)

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully

Signature of Contractor/Authorised person

(Signature and addresses of witnesses)

(1)

(2)

A. PRE-QUALIFICATION CRITERIA and Supporting Documents

- i. The intending firm/contractor shall enter into Integrity Pact with NABARD as per the format given in Annexure of this tender document in Rs.100/- non-judicial stamp paper.
- ii The firm/contractor should have experience of similar AMC works (i.e. providing security services through security guards) at sensitive Government offices/ Institutions namely RBI/ Public Sector Banks/ PSUs/ sensitive defence establishments or nuclear power plants by providing minimum 10 guards at least at one location during the last 03 years. The date of registering of the firm/contractor, work orders etc. must be submitted in this respect. The work orders and work completion certificates issued by the client institutions may be submitted in this respect.
- iii Should have valid licence from the Jharkhand Government under Private Security Agencies Regulation Act, 2005 (PSAR Act, 2005).
- iv The Bidder should have 24x7 control centre with availability of Quick Reaction Team (QRT) services / Team in Ranchi for quick deployment of guards if required.
- v The estimated cost of the AMC for one year is Rs.85.00 lakh. The annual turnover of the firm/contractor during each of the 3 years (ending 31.03.2021) should be at least 30% of the estimated cost of tender i.e. 25.50 lakh.
The Audited balance sheets or registered Chartered Accountant statement of accounts may be submitted in this respect.
- vi The firm/contractor should have done at least:
 - I. Three similar works whose individual values not less than 40% of the estimated cost i.e. 34.00 lakh
OR
 - II. Two similar works whose individual values not less than 50% of the estimated cost i.e. 42.50 lakh
OR
 - III. One similar work whose individual value not less than 80% of the estimated cost i.e. 68.00 lakh

Three years (18-19, 19-20 and 20-21) audited balance sheet and P & L A/C with auditors report and turn over certificate duly signed by Charter Accountant are required to be submitted.
- vii The tenderers should have applicable Tax registrations (GST, PAN).
- viii Tenderers should have a current / savings bank account. Copy of cancelled cheque is required to be submitted
- ix NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
- x Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as per the Performa (Basic Information) given below,

failing which shall lead to cancellation of application of Tenderer.

- xi The technical bid submitted should have proper indexing with page Nos. and with all the supporting documents and proofs.
- xii While deciding upon the selection of Tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule.
- xiii Each page of the application form and tender documents should be stamped and signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
- xiv If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
- xv Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by any government institutions will be ineligible to participate in the tendering process. Agency should submit certificate indicating that they have not black listed or debarred from any government institution.

BASIC INFORMATION

Sl. No.	Particulars	Information
1	Name of the firm/contractor	
2	Type of Organisation- Whether Proprietorship, Partnership, Private Limited company etc. (Please enclose related documents)	
3	Name of the Proprietor/Partners/Directors in the organisation (with supporting documents)	
4	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (with copies of documents)	
5	Experience in the respective field of work Please enclose documents in support	Year
6	Name and address of the Bank/Bankers. (pl attached cancelled cheque / pass book front page having account details)	
7	Yearly turnover of the organization for the 3 years ending 31 st March 2021 (Attach a separate neatly typed sheet on letter head of chartered accountant and enclosed copies of audited balance sheets & profit & loss for the previous three financial years.)	
	Year 2018-19	
	2019-20	
	2020-21	
8	a) Registered Office address and Telephone number	
	b) Office address through which the work will be handled in Ranchi.	
9	Whether working with any of the Govt. /Semi Govt. Undertaking/s as approved contractors and if so, furnish details with documentary evidences.	

Signature of the applicant
(with seal)

List of Documents to be submitted

S.no.	Documents
1	Registration Certificate of Company/ firm/agency
2	TIN
3	PAN card issued by the Income Tax Department with a copy of Income Tax Return of the last 03 financial years
4	GST Registration
5	Provident Fund Registration number
6	ESI Registration number
7	Licence under Contract Labour Regulation and Abolition Act, 1970. One self-attested proof of Authorised person of the firm/agency with name, designation and address and office telephone numbers. If bidder is a partnership firm, name, designation, address and office telephone number of Directors/Partners also.
8	Copies of Balance Sheet and Profit and Loss Account for three years ending 31.03.2021 duly certified by a Chartered Accountant.
9	Performance certificates from the Previous and current employers
10	A copy of Company profile
11.	Turn over certificate for three years ending 31.03.2021 duly signed and stamped and issued by CA
12	All documents and each page of tender documents should be properly indexed and with page no.
13.	Experience certificates by engaging agencies with copy of work orders
14	Valid licence for security services from Jharkhand Government.

GENERAL INSTRUCTIONS TO THE CONTRACTORS/ TENDERERS AND GENERAL CONDITIONS

1. PROCEDURE FOR FILLING AND SUBMISSION OF TENDER:
2. Tenderers are advised to submit tenders in two bid separately with DD (to be kept in Technical bid cover) in the name of NABARD, Ranchi payable at Ranchi for Rs. 1,70,000/- (One lakh seventy thousand only).
3. The tenderer / bidder shall submit two separate bids for the captioned Tender i.e. Technical Bid and Financial Bid which should be completed in all respect. The same can be downloaded from the NABARD's website viz. <https://www.nabard.org> It must be noted that only those Bidders who are willing to enter into Integrity Pact (IP) with the NABARD on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must execute Integrity Pact (IP) in the prescribed format (Annexure –A) in all phases of the contract (<http://www.cvc.nic.in>).
4. All bidders are required to deposit EMD of **Rs.1,70,000/- (Rupees One lakh seventy thousand only)**, through Demand Draft payable at Ranchi in the name of NABARD, Ranchi. The tender application of the bidders not depositing the EMD shall be rejected. **MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from submitting EMD for participation in the tender.**
5. Security Deposit (SD):- The contractor has to submit Security Deposit @ **2% of the quoted amount of AMC for entire tender period from the date of issue of work order by NABARD.** The EMD of successful contractor shall be adjusted within the security deposit and the remaining amount if any to be furnished. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilization advance will be given to contractor. The Security Deposit shall be refunded to the contractor after completion of AMC period and completion of all contractual obligations.
6. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
7. Rates quoted should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. **No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.**
8. **Monthly** payments will be made based on the bills submitted by the Contractor and certified by the concerned ACT/Security Officer/Bank's Officer with proof of PF contribution made for all the guards and Supervisor on duty and compliance with labour department.
9. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
10. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.

11. The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience in their trade.
12. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR 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 immediately after award of work. The CAR policies are required to be at least for 1.25 times of the contract value.
13. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.
14. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the relevant **Latest Codes on Wages Act**, on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD premises. The copy of the same required to be attached with the monthly bill for reference of NABARD.
15. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
16. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.

The penalties for not complying with the above are indicated in Special Conditions of contract.

17. The contractor shall always retain experienced staff at site at least to the extent of strength as given in Scope of Work.
18. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against

the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of Labour codes.

19. The Contractor shall comply with the provisions of The Code on Wages and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.
20. **The contractor shall ensure that the payment is mandatorily credited to the bank account of the individual labour employed at Bank's premises and pay slips for respective payments are duly issued regularly. NABARD will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill in order to pass the bills.**
21. 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. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.
22. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
23. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Security Officer/bank's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.
24. The Contractor's workmen should report to ACT/ Site supervisor as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the security guard on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by ACT & the same or copy shall be presented along with the Contractor's monthly bill.
25. The workers / staff employed should wear colour code uniforms displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behaviour / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.
26. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

27. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings or to terminate contract with immediate effect. 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.
- (a) "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."
 - (b) The venue of the arbitration shall be at Ranchi.
 - (c) The language of arbitration shall be English.
 - (d) Work under the contract 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.
28. The Contractor or their staff should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
29. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.
30. The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.
31. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

32. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.
33. The engaged staff shall also undertake other specific work related with/without housekeeping works and other works during working hours as per instruction of ACT/P&SO, if required.
34. **Termination of agreement:** "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if
- (a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
 - (b) the contractor commits a breach of any terms and conditions of this agreement and/or
 - (c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
 - (d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - (e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
35. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
36. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.
37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.
38. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD together with the proof of payment to their staff in the last month. Contractor will not link payments to his labours with the settlement of his bill by NABARD.
39. It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.
40. **Validity of Offer:** 90 days from the date of opening of the price bid.
41. The successful bidder shall execute an agreement with NABARD at his cost on non- judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of

agreement) within 10 days from the date of issue of work order failing which bidders' EMD may stand forfeited.

- 42. EMD of all the other unsuccessful bidders will be returned after completion of selection process.
- 43. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

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

(SIGNATURE OF THE CONTRACTOR / TENDERER)

Place:

Name:

Date:

Seal:

Scope of Work

1. Contractor shall provide **01 Security Supervisor & 26 (12- office, 07-NABARD Officers' Qtrs, Khelgaon and Plot at Pundag-07 or as per NABARD's requirement) uniformed, trained and Certified** personnel round the clock, to the Bank for providing safety, monitoring and surveillance services at its properties. The agency will quote the rates per shift of eight hours per person per day. **In case of revision in wage structure of Guards (if any) by the Government, the incremental wages as applicable, will be payable on being claimed by the contractor.**

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

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.

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.

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.

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.

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

7. Adequate supervision will be provided to ensure correct & effective performance of the security services as per 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.

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. 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.

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

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

12. Bank will have liberty to decide the duty and location of any guard.

13. The rates quoted should meet the Minimum Wages Rules and rates prescribed for Central sphere for Area 'B' for watch and ward (without arms) category.

14. The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 21 and 50 yrs. old but not more than 60 years in any case. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

15. The eight hours shift will normally commence from 0600 hrs up to 1400 hrs. 1400 hrs. up to 2200 hrs. and 2200 hrs. up to 0600 hrs. But the timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed.

16. No payment shall be made by the Bank for double duty, if any. A fine of Rs. 500/- is liable in such cases from the Contractor's bill. Authorised Manager must organize surprise visits, at least 3 visits during day and 2 during nights (between 12 am and 06 am) every week, to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 500/- per missed visit. The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.

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

18. 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).

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

20. 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.

21. 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.

22. 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.

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

a) The contractor Agency shall be solely responsible for full compliance with the provisions of the "sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/ agency and the contractor/ agency shall ensure appropriate action under the said act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

24. 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. 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.

Obligations of the bidder/ contractor:

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.
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 fulfilment 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.
3. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
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.
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.
6. The security agency shall employ manpower from the category of Security Guards not above the age of 60 years and below 21 years of age. Manpower engaged should be trained for providing security services at reputed training establishment and proof/certificate regarding the training shall be submitted.
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.
8. The contractor shall ensure that Security staff engaged by the contractor do not take part in any staff union and association activities.
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.
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.

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

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.

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.

15. The contractor shall have rented / 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.

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

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.

Payment and other terms

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/ACT of the Bank Colonies, attested by the P&SO and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

a) Contractor shall pay their entitled wages on the last day of the month. It shall not be linked to the payment of the bill.

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

c) In order to ensure that such employee get their entitled wages on the last working day of the month, the following schedule will be adhered to:

i) Monthly bill cycle will be from 1st day of the previous month to last day of the previous month.

ii) Monthly bill as per above cycle, will be submitted by the service provider on 5th of the current month.

d) The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.

e) While submitting the bill for the next month, the services provider must file a certificate certifying the following

i) Wages of employees were credited to their bank accounts on (date)

ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)

iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)

iv) He is complying with all statutory Labour Laws including Minimum Wage Act.

f) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill by 26th of the month, even then he has to make the payment to the employees on the last working day.

g) In case, NABARD receive any complaint from any of the guards/ Supervisor regarding less payment and if proven right, necessary action shall be taken against the contractor.

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

Name of Employee's Designation
Month

No. of Days present:-

SALARY STATEMENT

ESI No.

Payable paid PF No.

BASIC DEDUCTIONS AMOUNT

BONUS EPF (%)

HRA ESI (%)

GRATUITY SECURITY DEPOSIT OTHERS

ALLOW. TOTAL DEDUCTION:

ADD. ALLOW/LATE DUTY

GROSS WAGES

OT

GROSS WAGES + OT DEDUCTIONS

(TAXES AND ANY OTHER
CHARGES)

NET PAYABLE (Rs.)

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

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.

4. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point for shift be deducted from the contractors bill. The Guards deployed should not be frequently changed. They should be deployed for at least a **minimum of 3 months**. The Bank will penalize the Contractor in case of frequent changes up to an amount of **Rs 1000** per guard relieved before 3 months **(except on short leave up to a maximum of 5 days with appropriate replacement on not more than one such occasion during the 3 months)**

(a) In case any public complaint is received attributable to misconduct/misbehaviour 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.

(b) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below:-

i) 1% of annual cost of order/agreement per week, up to four weeks' delay.

ii) After four weeks delay the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.

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

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

Place:

Date : (Signature of the Tenderer)

Address :

Name and Seal:

SPECIAL CONDITIONS OF THE CONTRACT

1. 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."
2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
3. One of the guards at each location should have undergone the training of handling and managing fire-fighting / safety equipment.
4. Penalty clause: In case of absence of any worker (minimum specified in the BOQ), the amount will be deducted on pro-rata basis. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds four days /15% or more of total man days in a month, then a penalty of Rs. 500.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the Security services in the Office premises, Quarters and land site at Pundag 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:

SAFETY CODE

1. Smoking and consuming any other drugs etc. are strictly prohibited in the work area.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalisation. The responsibility of safety, expenses out of injury, full or partial loss of human being etc. and insurance in this regards will be of the contractor.
3. Penal action will also be taken if the contractor's supervisors and workmen who 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, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
4. 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.

Declaration by the Contractor

I/We have read and understood the Safety code for the Security services at NABARD Office premises, Quarters and land site at Pundag 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:

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	

Signature

Please attach (1) a 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.

ANNEXURE – A

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre-Contract Integrity Pact on Rs.100 stamp paper shall be rejected outrightly)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Shri Pramod Kumar Sangewar, IRSS (Retd.)

H. No. 12-5-65/1, Flat No. 109,
Sri Harsha Sethuram Unique
Vijayapuri Colony, South Lalaguda,
Secunderabad, Telengana – 560 017

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ARTICLES OF AGREEMENT

On Rs. 200/- Non-judicial stamp paper

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Ranchi on this day of _____ 2022

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 Act, 1981 having its Head office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051 and Jharkhand Regional Office at NABARD , Booty Bariyatu road, near water tank Ranchi –834009, 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 athereinafter 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

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Security Services at NABARD, Jharkhand Regional Office at Booty-Bariatu road, land site at Pundag and Residential Colonies at Khelgaon **for the period from 01 July 2022 to 31 March 2025** (hereinafter referred to “**the said works**”) of its office premises at Bariatu Booty Road, Near Water Tank, Ranchi - 834009 hereinafter collectively referred to as “the said Premises”) for the period 01.07.2022 to 31.03.2025, had, 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 1” and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated2021, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No.dated2021 had selected the Contractor for carrying out the said works at the said Premises.

(4) 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 from 01.07.2022 and shall continue till 31.03.2025 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 **per month per security guard/ Supervisor meeting the minimum wage rates in central sphere for area 'B' under Watch and Ward (with out Arms) category for the period from 01.07.2022 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, as per the price bid and is inclusive of all costs such as insurance, taxes, etc.

2. 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.

3. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2025 as indicated in the tender document. 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.

4. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.

5. 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.

6. 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) Bio-Data containing educational qualifications and previous experience/s, date of birth, Adhar card, Bank A/C Details etc.
- iii) Certification of verification of antecedents of persons by local Police authority.
- iv) Identity Cards bearing photograph.

6. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

7. 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.

8. 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.
9. 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.
10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. 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.
12. NABARD shall not be responsible for any damages, losses, claims, financial or other injury or loss of life to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
13. 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.

14. 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. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
15. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by him and necessary tools. Such persons without complete uniform will be treated as absent.
16. 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.
17. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. In case, the manpower deployed by the Contractor commits any act of omission/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.
25. 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 Jharkhand/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.
26. 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.
27. 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 released before the 7th day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.
28. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, GST etc. as amended from time to time and applicable certificate to this effect shall be provided to the Contractor by NABARD.
29. 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.
30. 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.

31. 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 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.
32. The EMD received from the Contractor will be retained by NABARD towards Security Deposit.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.

39. 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.

40. **Resolution of disputes**

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

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

41.3 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."

41.4 The venue of the arbitration shall be at Ranchi.

41.5 The language of arbitration shall be English.

41.6 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.

42 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.

43. 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.

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

DGM/ GM

For & on behalf of NABARD
behalf of the Contractor

the duly authorized signatory for & on

In the presence of

In the presence of

1.....

1.....

2.....

2.....