

**Annual Maintenance Contract for providing Security Services of  
Unarmed Security Guards at  
NABARD Mizoram Regional Office, Aizawl  
for the Period 01/08/2024 to 31/07/2024**



Date of Commencement of issue of tender	21/06/2024
Earnest Money Deposit	Rs. 47,100.00
Pre-Tender Meeting	1100 hours on 26/06/2024 Venue: NABARD, Mizoram RO, New Capital Complex, Aizawl-796001
Last date and time for receipt of Bids	1400 hours on 18/07/2024
Date and time of opening of tender bids.	1500 hours on 19/07/2024 for technical bid 1100 hours on 22/07/2024 for price bid
Address for submission of Bid	NABARD, Mizoram RO, New Capital Complex, Aizawl-796001

## **Part I**

### **Technical Bid**

## **NOTICE INVITING TENDER**

Ref No NB. Miz./ 145 /DPSP/AMC - Security/2024-25

Dated: 19 June 2024

### **Annual Maintenance Contract for providing Security Services of Unarmed Security Guards at NABARD, Mizoram Regional Office for the Period 01.08.2024 to 31.07.2027**

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD invites sealed tenders for its Mizoram Regional Office, Aizawl situated at New Secretariat Complex, Khatla, Aizawl under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed, trained manpower for the Security services situated at the above address.

Tender documents may be downloaded from NABARD's website: [www.nabard.org](http://www.nabard.org). Only those sealed cover tenders will be accepted which would be deposited in the tender box kept in the office of NABARD, Mizoram Regional Office, Aizawl for the said purpose. The tender deposited /received in any other mode like fax, e-mail, courier etc. will not be accepted.

Last date for submission/receipt of tender(s) is 18/07/2024 till 1400 Hrs. and it will be opened in the presence of tenderers or their authorized representatives who wish to be present as per the schedule given below in the Office of NABARD, Mizoram R.O. at New Secretariat Complex, Khatla, Aizawl.

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Last date and time for receipt of Bids	1400 hours on 18/07/2024
Date and time of opening of tender bids.	1500 hours on 19/07/2024 for technical bid 1100 hours on 22/07/2024 for price bid

In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered.

Sd/-

(Thangchinkhup Guite)  
Deputy General Manager,  
NABARD, AIZAWL – 796001

**Encl.**

1. Letter from the tenderer
2. Check list for the tenderer
3. Annexure I: General Instruction to the tenderer
4. Annexure II: Instructions for filling the price bid
5. Annexure III: Basic information
6. Annexure IV: Bank Details
7. Annexure V: General terms and conditions
8. Annexure VI: Scope of work
9. Annexure VII: Format for agreement
10. Annexure VIII: Format for Indemnity Bond
11. Annexure IX: Pre-Contract Integrity Pact
12. Annexure A: Price bid
13. Annexure B: Cost Calculation

**Letter from the tenderer**

Place:-

Date:-

**General Manager / OiC**

National Bank for Agriculture and Rural Development  
Mizoram Regional Office  
New Capital Complex  
Aizawl-

**Madam / Dear Sir**

**Annual Maintenance Contract for providing Security Services of Unarmed Security Guards at the NABARD Mizoram Regional Office for the Period**

I/We have read and understood the Notice Inviting tender and contents in the tender document such as Eligibility criteria of applicants, Instructions to the applicants, Services to be rendered, Terms and Conditions of the contract etc. I/We do hereby declare that the information furnished by me/us in the tender documents is correct to the best of my/our knowledge and belief.

Name of the partner/ owner of the firm authorized to sign:

OR

Name or person having Power of Attorney to sign the contract

**Seal and sign of the tenderer**

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## **Check List**

Technical bid will be evaluated on these parameters

<b>Sr. No.</b>	<b>Description of Enclosure</b>		<b>Please √ or write</b>
<b>1</b>	Type of Firm and Registration detail		
<b>2</b>	Registration (please submit requisite documents)	GST	
		ESI	
		PF	
<b>3</b>	Audit Report (please submit audit reports for these three years)	2020-21	
		2021-22	
		2022-23	
<b>4</b>	Turnover: should be more than Rs. 7.07 lakh (please submit CA certificates certifying the turnover )	2020-21	
		2021-22	
		2022-23	
<b>5</b>	Experience in same field i.e. supply of security guards during the last 7 years i.e. from 01/04/2017 to 31/03/2024 (Please submit experience certificate/ completion certificate only, work order will not be considered)	3 works of Rs. 9.42 lakh each or	
		2 works of Rs. 11.78 lakh each or	
		1 work of Rs. 18.84 lakh each	
<b>6</b>	Earnest Money through NEFT: please submit requisite documents		
<b>7</b>	If MSME mentioned please submit requisite documents		
<b>8</b>	Bank a/c details (details to be given on Annexure IV)		
<b>9</b>	PAN (please submit requisite documents)		
<b>10</b>	Copy of cancelled cheque		
<b>11</b>	Valid license issued under Private Security Agencies Regulation Act, 2005 (PSARA) valid for the State of Mizoram (under process will not be eligible) Copy to be enclosed		
<b>12</b>	Past Experience in the similar field i.e. supplying of security guards	Years	
		Organisation	

<b>13</b>	The bidder should submit an undertaking that it has not been blacklisted by any authority/entity in India or abroad.		
<b>14</b>	The bidder should have 24*7 control center with availability of Quick Reaction Team (QRT) Services/team for quick deployment if required.		
<b>15</b>	The Agency should mandatorily have an office (Registered/ corporate/ branch/ regional/ Zonal) at Aizawl. Documentary proof to be submitted		

## **Annexure I**

### **General Instructions to the Tenderer**

1. The Tenders may be submitted after visiting the site and conducting survey of the existing conditions so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.
2. The envelopes containing the Tender document complete in all respects, duly signed by the tenderer in each page and sealed as necessary, should be dropped in the Tender Box kept at the reception area at Ground Floor, NABARD RO, Aizawl **before 1400 hours on 18/07/2024. No other mode of tender will be accepted.**

#### **Envelope: 1 should contain:**

1. Technical bid
2. NEFT Receipt for EMD
3. Experience certificates
4. Bank details
5. Balance sheet for the years 2020-21, 2021-22 and 2022-23
6. Pre-contract Integrity Pact
7. Any other documents

**Envelope 2 should contain only the price bid.** No other documents should be kept in the envelope no.2

**Both the envelopes should be kept in a bigger envelope and the name of the tenderer, name of the work should be mentioned on that envelope.**

#### **3. Opening of Bid**

Technical Bid (Envelope 1) and price bid (Envelope 2) will be opened on separate dates as mentioned earlier. Price bid (envelope 2) of bidders will be opened only if found eligible in technical bid.

#### **4. Selection of Bidder**

- Bidder has to qualify in Technical Bid (submitted in Envelope 1). Envelope 2 i.e., price bid of bidder will be opened only if found eligible in Technical Bid.
- Selection will be based on Grand Total quoted at the price bid by the bidder.
- If two or more bidders quote the same amount, the bid will be evaluated on the basis of their average annual turnover of the last three years or experience. In such case, the decision of NABARD will be final and binding to all the bidders.
- Conditional bid will summarily be rejected.

#### **5. The bidder should have experience of similar works like providing of security guards during the last 7 years. NABARD may visit such institution where the agency has rendered its services.**

The annual turnover of the bidder during each of the last 3 years should be at least 30% of the estimated cost of tender.

The firm should have done at least:

- i) three similar works valuing not less than 40% of the estimated cost; or
- ii) two similar works valuing not less than 50% of the estimated cost; or
- iii) One similar work valuing not less than 80% of the estimated cost.

#### **6. The estimated cost of the work is Rs.23.55 lakh p.a. (with GST)**

#### **7. The EMD of Rs.47,100.00 is required to be deposited through NEFT to the following account:**

Name of Account: National Bank for Agriculture and Rural Development Bank  
Branch Name: Head Office, Mumbai  
Account No (VAN): NABADMN33  
IFSC Code: NBRD0000002



**After depositing the EMD amount, the tenderer is advised to send an email to [aizawl@nabard.org](mailto:aizawl@nabard.org) with the details of the transaction. Tender without EMD is liable to be rejected.**

- 8.** The EMD of the Contractor selected for award of the Annual Maintenance Contract will be retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest. The successful bidder has to deposit an amount @5% of the yearly tender amount as RMD (within 15 days from the date of issue of work order), in such case the EMD amount already deposited will be adjusted. Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. However, the Security is liable to be forfeited in case the vendor/ contractor commits breach of any of the terms and conditions of the contract or fails to complete the work or deliver services.
- 9.** NABARD reserves the right to divide and distribute the work to more than one Contractor at its sole discretion. The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also the following points:
  - (a) The Contract period will be for a period of 01/08/2024 to 31/07/2027 subject to annual review and renewal on satisfactory performance each year.
  - (b) The contract period may be extended further depending upon the discretion of NABARD.
  - (c) However, NABARD reserves the right to terminate the services of the agency by giving one-month notice if the services are found to be unsatisfactory.
- 10.** Validity of offer should be 90 days from the last date for receipt of quotation.
- 11.** Tenders containing tenderer's own conditions are liable to be rejected.
- 12.** The rates may be quoted in the Price BID.
- 13.** Directorate General Resettlement (DGR) approved agencies would be given preference.

Signature of the authorized signatory of the contractor / Tenderer

## **Annexure II - Instructions for filling the Price bid**

1. Quoted rates should be workable and reasonable and should include:
  - a. Cost of equipment/machinery, if required
  - b. Allowance for maintenance of uniform, shoes etc.
  - c. Incidental expenses and all overheads and profits
  - d. All taxes, levies, insurance costs etc. transportation of workers etc.
2. The contractor may be required to furnish Rate Analysis, along with the price-bid, for the rates quoted by him/her in this tender, if required.
3. Only GST will be paid extra.
4. Taxes as stipulated by norms will be deducted from the bill raised by the contractors.
5. The contractor is advised to visit the premises before quoting the rates and get all clarifications from NABARD.

Rates shall have to be quoted in both words and figures.

Signature of the authorized signatory of the contractor / Tenderer

## Annexure III

### Basic information

A. General Information		
1	Name of the applicant organization/ vendor/ supplier/ service providers	
2	Address for communication and contact details	
3	Telephone number (landline) Telephone number (mobile)	
4	E mail ID	
5	Type of the organization (whether sole proprietorship, partnership, private limited or limited company or cooperative society, etc.)	
6	Name of the proprietor/partners or directors in the organization	
7	Details of Registration — (whether partnership firm, company, society, etc.) Registering Authority, Date, Registration No., etc., mentioning the business/activity of the firm (A copy to be enclosed)	
8	Whether empaneled with Government/Semi Government/ Municipal Authorities or any PSU and if so, give the details of the same and nature of contract (copy to be enclosed)	
9	Number of years of experience in the field/ trade. A list of important assignments may be indicated for the same along with supporting documents (copy of proof of completion/work order) <b>Minimum 7 years of experience as on 31/03/2024</b>	_____Years (as on 31/03/2024)
10	Have you in the past carried out any works for NABARD? If yes, give details	

11	Address of Aizawl Office through which the proposed work will be handled. The name, designation and contact details of the officer in charge.	
<b>B. Financial Information</b>		
12	Permanent Account Number (PAN) of the proprietor/ partnership firm/ private limited company/ limited company/ cooperative society (Copy of PAN to be attached)	
13	GST No. (enclose copies of relevant documents)	
14	Balance sheet and profit & loss statement for the previous three years (2020-21,2021-22,2022-23), duly certified by a practicing Chartered Accountant in support of Annual Turnover.	
15	Annual turnover during the last three years (Pl. attach CA certificate)	2020-21 (Rs. ....) 2021-22 (Rs. ....) 2022-23 (Rs. ....)
16	Indicate if involved in any litigation at present in similar type of contracts	
17	Any civil suit arisen in the contracts of works executed, if any, please give brief details	
18	Number of supplementary sheets attached	

**Place:**

**Date:**

**Signature of the Applicant**

## **Annexure IV**

### **Details of the Bank's Account**

Name of the Vendor / Firm / Contractor	
Name of the Account Holder	
Registered Address of the Vendor / Firm	
Name of the Bank's branch and Address	
Bank's Code and Branch's Code	
IFSC Code of the Bank's Branch	
Type of Account (Current/Saving/Cash credit)	
Account Number	
PAN Number	
Other details, if any	

Note: A copy of cancelled cheque in respect of the above account which is operated by the vendor must be enclosed

**(Signature and Full Name of the authorized person with seal on behalf of Firm/Agency/Contractor)**

**Place:**

**Date:**

## **Annexure V**

### **General Terms and Conditions**

1. NABARD will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep NABARD indemnified against all losses of damages or liability arising out of or imposed in the course of employment of persons(s) by him.
2. The successful tenderer shall make regular and full payment of wages, salaries, PF and any other payment due to his employee(s).
3. If applicable, the successful tenderer shall obtain the necessary labor license from the Licensing Authority under the Contract labor (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of NABARD whenever asked to do so.
4. The successful tenderer shall comply with all acts, laws under Contract Labor (R&A) Act 1970 and EPF & ESI act, payments of wages act, minimum wages act or any other statutory rules regulations with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The successful tenderer shall keep the bank indemnified against all penalties, claims and liabilities of every kind for any violation of such acts, Laws or Regulations etc. by him / her, his / her agents or his / her staff.
5. If at any time during the period of the contract, it is observed by the bank or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the bank or any terms of the contract are violated, NABARD reserves the right to terminate the contract by giving one-month notice.
6. It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty.
7. In case of loss of NABARD's property due to the negligence or carelessness of the person(s) deployed by the successful tenderer he will be responsible and shall make good the same.
8. The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to NABARD under the circumstances during / after expiry of the contract.
9. The contractor shall indemnify NABARD against any payments to be made under and for observance of the above mentioned various laws and rules.
10. The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.
11. All works shall be carried out in accordance with the provision of the Statutory acts and laws.
12. During the tenure of the contract, the contractor has to coordinate the work with other agencies working inside or outside. Also in case of emergency or major problems, the contractor has to provide complete support and assistance to any other agency engaged by NABARD.
13. The staff deployed should be available 2 days prior to commencement of the contract to ensure smooth handing over / taking over from the existing contractor.
14. The rate quoted for the said contract shall include the cost of manpower, cost of supervisor, cost of tools and equipment etc. as mentioned in the scope of work.
15. Payment:
  - a) The payment for up-keeping of the premise will be reimbursed on monthly basis and on submission of the bills for the same. NABARD will not pay any overtime.
  - b) The contractor shall raise his claims with all documents like attendance sheet, payment detail through bank, ESI/EPF statements etc. before 10<sup>th</sup> of the following month.
  - c) The contractor shall compulsorily issue a salary slip to every security guard in the format provided below (an indicative format):-

<b>Name of Employee:</b>	<b>Designation</b>
<b>Month:</b>	<b>No. of Days present:-</b>
<b>SALARY STATEMENT</b>	<b>ESI No.</b>
<b>Payable / Paid</b>	<b>PF No.</b>
Amount (In Rs.)	Amount (In Rs.)
BASIC	DEDUCTIONS AMOUNT
DA	EPF (%)
EPF (%)	ESI (%)
ESI (%)	DEDUCTIONS
BONUS	(TAXES AND ANY
	OTHER CHARGES)
GROSS WAGES	
	TOTAL DEDUCTION:
NET PAYABLE (Rs.)	

16. Mobile phone no. of the supervisor may be intimated to NABARD.  
The Vendor should provide uniforms of approved color and quality to the employees deployed for the job at NABARD and also safety shoes, at your own cost. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company's Name & Logo, embossed/embroidered on it.
17. The Vendor shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD/residents of the colony during execution of works. The Vendor would be responsible for the safety of persons employed by the Vendor as also the safety of employees of NABARD / residents of the colony.
18. The Vendor shall take all precautions to avoid accident and causes of accident. The Vendor must be careful regarding safety during working of workers in the premises/colony.
19. NABARD shall not bear any responsibility in case of any accident to the Vendor worker in the premises/colony due to no fault of NABARD's working but merely due to negligence of the Vendor worker or lack of safety provided to them by you.
20. **Period and renewal of contract**
  - a) The Contract period will be for a period of 01/08/2024 to 31/07/2027 subject to annual review and renewal on satisfactory performance each year.
  - b) NABARD may, at its discretion, extend the contract period depending upon the satisfactory performances.
  - c) However, the NABARD reserves the right to terminate the services of the agency by giving one-month notice if the services are found to be unsatisfactory.
21. Contractors All Risk policy and work man compensation insurance policy for 1.25 times the contract value is to be taken by the agency for the workmen engaged and the same is to be submitted within 15 days of the work order.
22. The contractor shall deploy his manpower for 2 days after the date of expiry of the contract to enable the incoming contractor and his staff to acquaint with the complete work and schematics. Also the contractor will hand-over the items covered in scope of work in working order and the details of inventory of NABARD's incoming contractor as advised by NABARD.
23. **Rates and Prices**  
The rates will be firm and all-inclusive (taxes, duties, etc.) for the entire period of the contract. No additional charges on account of transportation of men and material, lunch, tea and conveyance etc. will be given. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision of minimum wages and taxes. In the case of any change of statutory charges, the vendor shall bring it into the notice of NABARD immediately.
24. Before submitting the bid, the bidder should visit the existing facilities and seek clarifications, if any,

from NABARD.

25. NABARD will be deducting the mandatory deductions i.e. taxes etc. from the payments due to the contractor.
26. All liabilities arising out of accident or death while on duty of the security personnel shall be borne by the contractor. The contractor shall cover all his employees with an Insurance policy. The contractor shall indemnify NABARD Mizoram RO, Aizawl against all liabilities arising out of any such accidents or deaths.
27. Vendor has to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.
28. The contractor will provide the training related to firefighting and security to deployed guards on regular basis on their own expenses.
29. The payment would be made at the end of every month based on the actual shift manned by the personnel supplied by the contractor and based on the documentary proof signed by the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by NABARD Mizoram RO, Aizawl.
30. If any money, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, statutory laws or Regulations, be directed to be paid by NABARD Mizoram RO, Aizawl such money shall be deemed to be payable by the contractor to NABARD Mizoram RO, Aizawl within seven days. NABARD Mizoram RO, Aizawl shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
31. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
32. **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. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. NABARD shall have right to have any person removed in case the security personnel are not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.** Manpower so engaged shall be trained for providing security services and firefighting services before joining.
33. Contractor to ensure the security staff deployed other than ex-servicemen shall be minimum 12<sup>th</sup> pass and trained for providing security and firefighting services.
34. The contractor shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed for duty.
35. Security staff engaged by the contractor shall not take part in any staff union and association activities.
36. The contractor shall ensure that security staff wear uniform and have torches and cells, lathis / sticks , stationary for writing duty charts and registers at security check points and records keeping, mobile phone, walkie talkies as per requirements.
37. NABARD Mizoram RO, Aizawl will not provide residential accommodation to any of the employee of the contractor.
38. NABARD Mizoram RO, Aizawl shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. **This contract does not create any employee employer relationship with any of the workers of the contractor.**
39. If any overpayment or underpayment is detected in respect of any work done by the agency, it shall be accordingly recovered or paid by NABARD Mizoram RO, Aizawl from/to the agency. If as a result of post payment audit any over payment 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 NABARD Mizoram Regional Office, Aizawl from the agency.
40. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by NABARD Mizoram RO, Aizawl etc.



41. The contractor should have local office in Aizawl.
42. NABARD 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 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.
43. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor 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.
44. However, NABARD reserves the right to terminate the services of the agency by giving one-month notice if the services are found to be unsatisfactory. NABARD may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Govt. departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc. NABARD Mizoram RO, Aizawl may terminate the contract in the event the successful bidder fails to furnish the security deposit or fails to execute the agreement.
45. Force Majeure:

If at any time during the currency of the contract, either vendor is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either vendor to discharge his obligation, the affected vendor shall promptly notify the other vendor about the happening of such an event. Neither vendor 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. The performance of any 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 to if any or seven days, whichever is more, either vendor may at its option terminate the contract.

### **Penalty Clause**

- a. In case of absence of any person deployed for the purpose of this contract, if no suitable replacement is provided then deduction will be made from the payments to the successful tenderer.
- b. Non-attendance or non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle NABARD to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of the officer of NABARD in this regard will be final and binding on the contractor.
- c. In case of noncompliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipment attributable to staff or labour deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/ replacement with suitable penalty shall be imposed on the contractor by NABARD.
- d. In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the inefficiency of the contractor and he has to make good the loss.
- e. In the event of contractor's staff not attending to a specific item of work required under the contract, pro-rata amount will be deducted from contractor's bills.

### **Arbitration**

In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the decision of General Manager/OiC, NABARD, Mizoram Regional Office, New Capital Complex, Aizawl shall be final and binding upon the parties. The place of arbitration shall be Aizawl. The Indian laws shall be applicable to the arbitration.

**Declaration by the Contractors**

I have read and understood all the instructions/ conditions given above and I have taken into account the above instructions/ conditions while quoting the rates.

Date :

Signature:

Place :

Name & Address:

Seal of the Contractor:

## **Annexure VI**

### **Scope of work**

1. 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 as per Workmen Compensation Act 1923 Act, etc. **Contractor shall provide Security Guards with Relievers as per the following requirements:**

<b>Location</b>	<b>No. of guard posts</b>	<b>Remarks</b>
NABARD, Regional Office Mizoram, Aizawl	2	02 Guards per shift for 3 shifts on all days (Duty Hour: 0600 hr- 1400 hr, 1400hr-2200 hr, 2200hr-0600hr)

2. Police verification of deployed security guards at NABARD premises need to be done by bidder and to be submitted to NABARD Mizoram RO, Aizawl.
3. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of NABARD Mizoram RO, Aizawl on monthly basis. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking regarding payment of wages as per rules and laws in force.
4. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with NABARD Mizoram RO, Aizawl. Contractor and its staff shall take proper and reasonable precautions to preserve NABARD's property from loss, destruction, waste or misuse.
5. 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 direction enumerated herein and in accordance with such directions, which NABARD Mizoram RO, Aizawl may issue from time to time and which have been mutually agreed upon between the two parties.
6. The contractor shall be responsible to safeguard all property and equipment of NABARD Mizoram RO, Aizawl entrusted to it.
7. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/ Attendants and should project an image of utmost discipline. NABARD Mizoram RO, Aizawl shall have right to have any person moved in case of staff complaints or as decided by representative of NABARD Mizoram RO, Aizawl if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
8. The personnel will have to report to NABARD Mizoram RO, Aizawl for duty at least 15 minutes in advance of the commencement of the shift for collecting necessary documents / instructions, and to complete all other required formalities as approved by NABARD, Mizoram RO, Aizawl.
9. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, shall be deployed for duties under any circumstances.
10. The contractor shall have to provide the security services in NABARD RO Aizawl.
11. The contractor shall ensure protection of the personnel & property of NABARD, Mizoram RO in Aizawl, prevent trespass in the assigned area 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 into the office premises of NABARD Mizoram RO, Aizawl.

## **DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

1. Security agency will be responsible for entry of outsiders in NABARD building. Entry of outsiders will be allowed only after recording details of outsider in the visitor record register.
2. 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 employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
3. The officers and staff of NABARD Mizoram RO, Aizawl will keep the Identity cards with them for checking and allowing entry by the security personnel in the office building.
4. Security personnel shall ensure door-keeping duties.
5. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of NABARD Mizoram RO.
6. Entry of the street-dogs and stray cattle into the office premises is to be prevented.
7. 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. They have to attend to fire fighting and assist in disaster evacuation in case of emergencies.
8. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of NABARD Mizoram RO, Aizawl. Guards/Supervisors should be sensitized for their role in such situations.
9. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.
10. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
11. Any other duties/responsibilities assigned by NABARD may be incorporated in the agreement or will be conveyed in the form of letter. The same shall also be binding on the contractor.
12. To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with concerned officer of NABARD and as per the Instructions of the competent authority of NABARD.
13. To conduct any internal investigation required in the interest of the Security of NABARD.
14. To switch on/off electrical points and AHU's, pumps etc. before/after office hours in the premises.
15. To open/lock all the doors of buildings before/after office hours and as per directions of NABARD officials regularly on working days and whenever required on holidays.
16. A CCTV camera/Access Control system are installed in the office. The DVR/NVR and monitor of the system will be located at main gate. The scope of work also includes the basic operation, for keeping surveillance of such a device by the guards at no extra cost. The Guards shall be adequately trained for this purpose by the successful Bidder at no extra cost.
17. The gates will have to be kept closed at every point of time and opened only during the time of entry and exit of vehicles, staff and visitors.
18. All movements of visitors and vehicles needs to be recorded at the main gates.
19. Movement of materials in & out of the building needs to be recorded at the main gates.
20. The vehicle needs to be checked thoroughly at the exit gate to control unauthorized movement of materials.
21. Security staff needs to be engaged for opening and closing of the reception lobby area glass door during office hours.
22. Security staff need to ensure that the cars moving inside the basement parking and coming out of the same through the ramps are driven at regulated speed.
23. Car parking at designated places by the officials needs to be monitored and maintained by the security.

24. Any abnormality identified by the security staff needs to be reported to NABARD authority immediately.
25. All registers are to be maintained by the security team diligently.
26. Intruders in the building needs to be stopped by the security team.
27. Post-closing of office hours they will have to ensure that all the lights in the office building are switched off and all the gates are closed properly.
28. The security team must be well versed with all types of fire-fighting gadgets and will have to operate the devices at the time of need.
29. The night shift security team will have to ensure hourly patrolling of the complete building and share online reports to the service provider regularly.
30. All non-staff members including courier delivery boys, staff on contract etc. will be allowed entry into the NABARD's premises after through checking of their bags/delivery items by Hand Held Metal Detectors (HHMD) and physical checking.
31. All delivery vehicles including tempos etc. will be thoroughly searched/scanned before allowing entry into office Premises. Outside vehicles in any case will be allowed only on receipt of request from the concerned Departments.
32. Any other provisions as advised by NABARD, Mizoram RO, Aizawl may be incorporated in the agreement. The same shall also be binding on the contractor.

## **Annexure VII**

### **NABARD Mizoram RO Aizawl, FORM OF AGREEMENT**

(On Rs. 500/- Stamp Paper)

THIS AGREEMENT is made on the \_\_\_\_\_ day \_\_\_\_\_  
(Month) \_\_\_\_\_ (Year) \_\_\_\_\_  
Between

National Bank for Agriculture and Rural Development (NABARD) through The General Manager/OiC, NABARD Mizoram RO, Aizawl (hereinafter called “the Bank” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part

AND

\_\_\_\_\_ (Name \_\_\_\_\_ and address \_\_\_\_\_ of the \_\_\_\_\_ contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the NABARD Mizoram RO, Aizawl for providing safety, monitoring and surveillance of their premises at Aizawl.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract,/ work order
  - b. Terms and Conditions;
  - c. Notice inviting Tender and the terms and conditions contained in the Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any ;and
  - g. Any other documents forming part of the contract; all annexures, attachments of tender documents, all papers submitted by the contractors along with tender
3. In consideration of the payments to be made by NABARD Mizoram RO, Aizawl to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NABARD Mizoram RO, Aizawl to execute and the Security services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. NABARD Mizoram RO, Aizawl hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender

- document the contract price of               Rs.   (Rupees    in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.
  6. GST will be paid extra by NABARD as per norms.
  7. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of NABARD, Mizoram RO Aizawl
(Signature of Witness 1) Name of Witness, Address of Witness	(Signature of Witness 1) Name of Witness, Address of Witness
(Signature of Witness 2) Name of Witness, Address of Witness	(Signature of Witness 2) Name of Witness, Address of Witness

## **Annexure VIII**

### **INDEMNITY BOND**

(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri..... of M/s .....do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development ( NABARD), having their Registered Office at C-24, G Block, Bandra-KurIa Complex, Bandra (E) Mumbai-400051 and Regional Office at New Secretariat Complex, Aizawl-796001. and M/s.....having their office at ..... on this ..... day of..... 2024.

WHEREAS NABARD have appointed M/s.....as the Contractor for their proposed work relating to “**Annual Maintenance Contract for providing Security Services of Unarmed Security Guards at the NABARD Mizoram Regional Office**”.

#### **THIS DEED WITNESSETH AS FOLLOWS:-**

I/We M/s .....hereby do Indemnify NABARD against and from

1. any third vendor claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s .....has set his/their hands on this .....day of ..... 2024.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1) .....

(2) .....

Signature of the authorized signatory of the contractor / Tenderer



## **Annexure IX**

### **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/Supplier”

#### **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 Supplier(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)/Supplier(s)**

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

- a. The Bidder(s) / Supplier(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)/Supplier(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)/Supplier(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Supplier(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)/Supplier(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Suppliers(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Supplier(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) /Supplier(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) /Supplier(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) /Supplier(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form that put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Supplier(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 Supplier 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 / Suppliers/ Sub-Suppliers**

(1) In case of Sub-contracting, the Principal Supplier shall take the responsibility of the adoption of Integrity Pact by the Sub-Supplier.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Suppliers

(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) / Supplier(s)/ Sub-**

**Supplier(s)**

If the Principal obtains knowledge of conduct of a Bidder, Supplier or Sub-Supplier, or of an employee or a representative or an associate of a Bidder, Supplier or Sub-Supplier 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

Dr. Sanjay Kumar Panda, IAS (Retd)  
515, Ward No.3, Sideshwar Sahi  
Cuttack City, Cuttack district,  
Odisha 753008  
Email Id: sanjaypandaias@gmail.com  
Mobile: 8527661800

(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 /Suppliers as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Supplier(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Supplier. The Supplier 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-Suppliers.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Supplier(s) / Sub-Supplier(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 Supplier. 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 Supplier 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 Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) 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/Supplier)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Part II

### Price BID

#### **Annual Maintenance Contract for providing Security Services of Unarmed Security Guards at NABARD Mizoram Regional Office for the Period**

#### **SCHEDULE OF QUANTITIES**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Remarks</b>	<b>Rates/ Percentages</b>	<b>Amount per Month (Rs.) (for 27 days )</b>
A	Basic Wages plus VDA	w.e.f 01/04/2024	734.00	19818.00
B	EPF on Basic Wages plus VDA	Restricted to maximum wage ceiling of Rs. 15000.00	12.00%	1800.00
C	EDLI on Basic Wages plus VDA		0.50%	75.00
D	Admin. Charges (EPF and EDLI ) on Basic Wages plus VDA		0.50%	75.00
E	ESIC	Calculated over Basic plus VDA (not eligible if it is more than Rs. 21000.00)	3.25%	644.09
F	Bonus	up to a limit of Rs. 21000.00 pm, calculated for maximum Rs. 7000.00 pm	8.33%	583.00
G	Sub Total { Sum of (A) to (F)}			22995.09
H	Relieving Charges	on pro rata basis		
I	Total Payment			

J	Service Charges		
K	Total Cost per shift per month for 1 guard (I+J)		
L	Cost for 6 guards with reliever per month (6 X K)		
M	<b>Cost for 6 guards with reliever per annum (12 X L)</b>		

**Total in Word:**

**Place**

**Date**

**Seal and Sign of the Contractor**

**Note**

1. No change shall be allowed in this table.
2. No other document shall be attached in the envelope of the price bid.
3. Conditional price bid will be rejected.
4. Contractor is required to quote the service charge. Service charge is to be quoted up to two decimal points only.
5. All figures shall be quoted/ calculated up to two decimal points and rounded off as necessary.
6. NABARD has the right to recalculate the figure and rounding off up to two decimal points as per the standard practice.
7. GST will be paid extra.
8. Service charge should cover the overhead, profit, tax, levies, insurance cost, transportation, stationery, uniform etc.