



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
TRIPURA REGIONAL OFFICE**

**Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006
Phone No.0381-2419633/2419633, Email: agartala@nabard.org**

NOTICE INVITING TENDER

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Tripura Regional Office, Agartala invites sealed offers from established Vendors / Bidders for the work of 'Providing the Security Services at NABARD premises.

The bid document can be downloaded from NABARD's website <http://www.nabard.org>. OR collected from NABARD, Tripura Regional Office, Agartala at above mentioned address.

IMPORTANT DATES AND POINTS

Sl. No.	Description	Remarks
1	Start Date and Time	23 May 2022 at 2.00 PM
2	Last Date and Time for submission of Quotation	09 June 2022 at 2.00 PM
3	Date and Time for Pre- Bid Meeting	27 May 2022 at 11.00 AM in office premises
4	Date and Time of opening bids	09 June 2022 at 3.00 PM
5	Period of Contract	2 years from the date of issue of work order
6	Validity of Bid	120 days from the date of opening of technical bid
7	Earnest Money Deposit (EMD)	Rs. 38,000/- in favour of "NABARD" payable at Agartala
8	Bid documents will be available (No Charges to be paid)	http://www.nabard.org and also from NABARD, Tripura Regional Office, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006
9	Address for Submission of Bid Documents	The General Manager / Officer-In-Charge, NABARD, Tripura Regional Office, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006

NOTICE INVITING TENDER (NIT)

Ref. No. NB(TRIP)/NIT/ /DPSP/2022-23

Date:

Madam / Dear Sir/s,

Tender for Annual Contract for Providing Security Services for NABARD, Tripura Regional Office, Agartala-799006

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 Bank's Regional Office Building, Agartala-799006 (Tripura) 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 to its campus situated at the above address & NABARD Premises at Palace Compound, North Gate, Agartala.

Tender document can be downloaded from NABARD's website: www.nabard.org and also available from NABARD, Tripura Regional Office, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006. Only sealed cover tenders will be accepted which either would be deposited in the box kept in the office of NABARD, Tripura Regional Office, Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006 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 09 June 2022 till 2.00 PM. and will be opened by the Tender / Local Purchase Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day at 3.00 PM. in the Office of NABARD, Tripura RO, Agartala-799006. In case, 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/-

(Rita Choudhary)
Assistant General Manager

(To be submitted on company's letter head)

FORM OF TENDER

The General Manager / Officer-in-Charge
NABARD, Tripura RO,
Agartala-799006

Place:
Date:

Dear Sir,

**Name of Work : Annual Contract for Providing Security Services,
for NABARD's Tripura Regional Office, Agartala-799006**

Mode of Submission: Sealed tenders by hand in the tender box kept in NABARD Regional Office, at Shilpa Nigam Bhawan, VIP Road, Khejurbagan, Agartala-799006. Part tender will not be considered.

1. Having examined the specifications and schedule of quantities relating to the work/ services 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 works/services 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 General 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.

2. 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.

3. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

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,Branch

b) Address of bank branch

c) Type of account:

d) IFSC Code of bank branch

(For receiving payments against bills of works / services):

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

(ii) Name of the partner of the firm authorized to sign tender / agreement:

(Specimen Signatures)

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/Authorized person

(Signature and addresses of witnesses)

(1)

(2)

PART-I

PRE-QUALIFICATION BID

To be submitted along with EMD of Rs.38,000/-
(Approx. value of tender is Rs. 19.00 lakhs)

INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER

QUALIFICATIONS – Eligibility Criteria

Please note that pre-bid pre-contract integrity pact is invariably to be submitted on or before 09 June 2022, failing which the tender shall be out-rightly rejected.

1. The work involved is Annual Maintenance Contract for **Security Services by Security Guards for its office premises at Shilpa Nigam Bhawan, Khejurbagan & Palace Compound, North Gate, Agartala**. Scope of work and services to be provided are indicated in the **“SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)” and “Scope of work: (Part B) – Illustrative”** of this tender. *The tenderers are advised to visit all the sites, conduct survey of the existing arrangements 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 contractors should have experience of similar works during the last 7 years (ending 31.03.2022) and should who fulfill the following criteria are eligible to tender: -

- Should have carried out **minimum 1 similar work** during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than **Rs.12.80 lakh**

OR

- Should have carried out **minimum 2 similar works** during last 3 years (ending 31.03.2022) with annual contract value (costing individually) not less than **Rs.8.00 lakh.**

OR

- Should have carried out **minimum 3 similar works** during last 3 years (ending 31.03.2022) with annual contract value (costing individually) not less than **Rs.4.80 lakh.**

- The tenderers should have average Annual Turnover of **Rs.4.00 lakh** each year during the last three years ending 31 March 2022 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

- The tenderers should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, PSARA etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid). Agency should have a valid license as per The Private Security Agencies (Regulation) Act (PSARA), 2005 or from any other competent authority to operate a security agency in the State of Tripura and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.
- Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Pre-Qualification bid i.e. Part-I of the tender.
- Should have their own office within the city limits of Agartala.

Tenderers are requested to submit the following documents in **PART - I** (Prequalification bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: - Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Govt. Autonomous Bodies etc. during the last **three** years (ending on 31.03.2022. "Similar Works" means experience in executing Annual Maintenance Contract **for Security Services by Security Guards** in similar Government offices/Public Sector Undertakings/Public Sector Banks/Govt. Autonomous Bodies etc. having offices or such similar setup.

- i) IT returns of last three consecutive financial years – 2019-20, 2020-21 & 2021-22.
- ii) References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
- iii) Information in Section-I, II, III & IV as per enclosed proforma.

3. Intending tenderers are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.

4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.

5. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of PART- I (Pre-qualification Bid) of the tender and PART-II of the tender will not be considered. The Bank is not bound to assign any reason for rejecting the tender.

6. After scrutiny of Part-I (Pre-qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.

7. Applications containing false and/or inadequate information are liable for rejection.

8. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.

9. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Tripura Regional Office, Shilpa Nigam Bhawan, Khejurbagan, Agartala.

10. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the State of Tripura) failing which the tender will be summarily rejected.

11. The following procedure shall be followed in the event of multiple L1 bidders after opening of Price Bids:

- **Quality and Cost Based Selection** criteria shall be incorporated for evaluation wherein multiple L1 bids are received. The work then will be awarded to the bidder having the highest marks in QCBS among the L1 bidders (format of scoring model is given in Annexure - III).

- Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 WILL be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of total 50 marks.

- In case multiple L1 bidders get same marks in QCBS also, then the Purchase Committee of NABARD shall, at their discretion, visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work then shall be awarded to the bidder with highest marks.

- In case of multiple L1 bidders getting equal marks even after field visits, the final selection shall be done based on draw of lots, as may be decided jointly by the NABARD and select bidders.

12. I/We have read and understood the instructions contained herein above and are acceptable to us.

Date :

Signature of the Tenderer
with Seal and Address

Place :

Section-I - Basic Information

Sr. No.	Particulars	Bidder's response
1	Name of the Tenderer/ agency/ contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3 4 5
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empanelled for similar service with a. Government/ Semi- govt / Municipal Authorities or any other public organisation b. If yes, name of the authority c. and since when?	(Yes/ no)
7	Work Experience a Details of work experience in security services b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings at any other center should also be given.	

8	a) Areas of business activities, other than security services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2022.)	<u>Annual turnover</u> Rs. _____ Rs. _____ Rs. _____ Rs. _____ Rs. _____
13	Number of supplementary sheets attached	
14	a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b) If yes, please give following information (suit-wise/ project-wise): i. Name of the Project & Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation	

15	<ul style="list-style-type: none"> a Permanent Account Number (PAN) b TIN c Goods and Service Tax Registration No. d EPFO Registration No. e ESIC Registration No. f Regional Labour Commissioner Registration (Copy of above documents to be enclosed) g PSARA registration certificate 	
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Notes: Please attach self-certified copies of the following documents:

- a) Latest Income Tax Clearance Certificate
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years from FY 2018-19.

Signature of the Tenderer with seal & date

Section-II

(A) Previous Experience

- a) List of important works executed by the firm during last three years costing Rs.4.80 lakh and above with experience in executing works of similar work i.e. security service in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or Public Sector Unit	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- b) List of important ON HAND works costing Rs.4.80 lakh and above in the field of security service. (Please attach extra sheets if required).

S. No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or Private body	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Signature of the Tenderer with seal & date

Section-III

Security Personnel and Experience

1. List of Security Personnel, giving details about their technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

S. No.	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organisation	Any other relevant information/ Number of Ex-Servicemen

2. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.
3. No. of supplementary sheets attached for Part-III.

Signature of the Tenderer with seal & date

Section-IV

Details of Bank Account

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

Note: Please also enclose a CANCELLED CHEQUE/Copy of the Statement in respect of above account number.

Signature of the Tenderer with seal & date

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Annual Maintenance Contract for Security Services & Security Guards for its office premises at Tripura Regional Office, Shilpa Nigam Bhawan, Khejurbagan and Palace Compound, North Gate, Agartala

INSTRUCTIONS TO THE TENDERER

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. Intending tenderers shall deposit as earnest money a sum of Rs.38,000/- (Rupees Thirty Eight thousand Only) by crediting the amount into the current account of the National Bank for Agriculture and Rural Development, the details of which are given below:-

Name of Account: National Bank for Agriculture and Rural Development – NABARD

Bank : Axis Bank Ltd.
Branch Name : Agartala Branch
Account No : 276010200002776
IFSC Code : UTIB0000276

The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalization of work order. In no case EMD shall bear any interest. Under no circumstances, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.

4. The Earnest Money Deposit of Rs.38,000/- (Rupees Thirty Eight thousand Only) paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / Initial Security Deposit (ISD) will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / ISD.
5. EMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
6. Retention Money Deposit (RMD) at the rate of 5% is to be deposited for accepted value of the tender. While determining the RMD, the EMD already with the Bank shall be taken into account. The EMD together with RMD will constitute Security Deposit. The RMD will be released after 60 days from the expiry of the satisfactory AMC period and will not bear any interest.
7. The Tender / Quotation shall be submitted as per procedure - PART-I (Pre-qualification Bid) and PART-II (Financial Bid).
8. Bids submitted by unauthorized agents and FAX / Posts shall not be entertained.

9. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.

10. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.

11. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviatonal Tenders may be rejected without making any reference to the Tenderers.

12. The Tenders will be opened in the presence of such Tenderers or their authorised representatives who choose to be present.

13. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such tenderers shall be forfeited.

14. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, in such case the amount given in words will be considered final.

15. Notwithstanding anything stated above, NABARD reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

DECLARATION BY THE TENDERER

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.

2. I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.

3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

DATE :

SEAL & SIGNATURE OF THE TENDERER

PLACE:

National Bank for Agriculture and Rural Development
Tripura Regional Office

**Annual Maintenance Contract for Security Services & Security Guards
for its office premises at Tripura Regional Office, Shilpa Nigam Bhawan,
Khejurbagan and Palace Compound, North Gate, Agartala**

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL

CONDITIONS OF CONTRACT

1. Tenders are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Service Charges should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD.
3. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per relevant Act, and Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
4. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker/ Protocol & Security Officer to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.
5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
6. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. 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 or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person 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 workforce.
8. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
9. **The contractor shall deploy such minimum number of qualified and experienced staff as indicated in Schedule – I and financial bid by the**

contractor to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.

10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.

11. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 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 in NABARD. Tenders/bids not complying with the minimum wages payment will be rejected.

12. 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 the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.

13. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Centre Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour laws and payslips for respective payments are duly issued regularly. NABARD may ask for past payslips and payment records to be submitted along with the monthly bill.

14. The contractor should ensure payments to the Security Guards as per latest Minimum Wages Act and payment of bonus in terms of Bonus Act, 1965. Contractor has to take into account the bonus to be paid while quoting financial bid (However, no bonus is payable in the present tender). Further, the payment to be disbursed to the contract labourer and supervisor in the presence of the NABARD's representative on or before seventh (7th) of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.

15. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.

Payment:

- a) **The Party should ensure payments to the workers as per latest minimum wages act and other statutory regulations on or before 10TH of every month irrespective of fact that previous monthly bill is paid or not by the NABARD.**
- b) **The payment for deployment of manpower for up-keeping of the premise will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Caretaker/Asstt. Caretaker and Protocol & Security Officer.**
- c) **The Contractor may ensure payment of minimum wages as stipulated by Ministry of Labour, Govt. of India and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.**
- d) **Bills shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.**
- e) **The bills should be accompanied with documents/ certificates indicating payment details like wages, PF, ESI etc. duly signed by the contractor. Payment to workers to be made through bank only and necessary documents like copy of e-passbooks are to be submitted by the contractors. Attendance sheet of workers shall be enclosed with the bill. Bills without these documents will not be accepted for payment and the contract may be liable to be terminated and EMD/RMD will be forfeited.**

16. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

17. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records.

18. The manpower deployed by the contractor should be in neat uniform, 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. No additional payment shall be made if contractor keep 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.

19. The manpower deployed by the Contractor should report to site supervisor as per timings agreed upon and decided by the Bank. 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 site supervisor at the time when contractor's worker arrives & sign at site. A copy shall be presented along with the Contractor's monthly bill.

20. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligation required by NABARD.

21. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
22. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.
23. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
24. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
25. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself 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.
26. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
27. The Contractor 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.
28. The work should be carried out with least inconvenience to the staff members of NABARD. 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, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
29. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.
30. The Contractor shall provide documentary proof of police verification for each and every guard deployed with NABARD and replacement, if any, shall also be brought into effect.
- 31. EXIT:**
 - i. First three months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 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, any day after the expiry of the said notice period.

- ii. The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.
32. The contractor shall arrange to provide mobile phone to all the Security Guards deployed at NABARD premises.
33. Contractors should provide 2 sets of uniforms and one set of shoes of approved colour every year for the employees deployed in NABARD at his own cost.
34. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or leave.
35. NABARD will not be responsible for contractor's materials.
36. The contractor shall provide everything necessary for the proper execution of the works.
37. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
38. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
39. **VALIDITY OF TENDER:** 90 Days from the date of opening of the price bid.
40. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
41. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
42. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
43. Contractor shall be required to furnish NABARD, as and when required, the following:
 - i. The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
 - ii. Registration certificate copies.
 - iii. Wage Book, Muster Book pertaining to guards engaged under this contract.
 - iv. Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
 - v. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by him.
44. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.

45. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.

46. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.

47. Notwithstanding anything contained therein the labourers, workmen, supervisors and other employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.

48. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.

b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.

d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

49. The **contract shall be valid up to 31 March 2024**. The bank also reserves the right/option to extend the validity of this contract at the same rates and on the same terms and conditions, with consent from the vendor.

i. **Forfeiture clause:** In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.

ii. Recovery of GST-TDS, income tax, education cess, work contract tax, goods and service tax etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

50. The property shall be handed over to contractor for AMC on as-is-where-is basis.

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

Signature of the tenderer with seal

Date:

Place:

National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Security Services & Security Guards for its office premises at Tripura Regional Office, Shilpa Nigam Bhawan, Khejurbagan and Palace Compound, North Gate, Agartala.

SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

A. General

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Security guards will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the tenderer with seal

Date:

Place:

National Bank for Agriculture and Rural Development

(Part A) - SPECIAL TERMS AND CONDITIONS – Scope of Work

Annual Maintenance Contract for Security Services & Security Guards for its office premises at Tripura Regional Office, Shilpa Nigam Bhawan, Khejurbagan and Palace Compound, North Gate, Agartala.

1. The Contractor shall provide security arrangements against pilferage, thefts and for protection of properties and maintenance of peace and order within the above said premises to the satisfaction of the National Bank. This contract shall be for a period from **01 June 2022 to 31 March 2024**. In the event of National Bank requiring the security services for further periods after the expiry of the initial period, it shall make a request in writing in this behalf to the Contractor one month prior to the termination of these presents and upon such request, the Contractor shall provide security services to the National Bank for the said premises on the same terms and conditions. The Contract period will be subject to annual review and renewal on satisfactory performance each year. The contract period may be extended further depending upon the discretion of the Bank. However, the Bank reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.
2. No overtime allowance or any compensation of any other kind shall be payable by National Bank to any person including supervisor employed by the Contractor for duties at the said premises.
3. National Bank shall deduct income tax and other taxes which it may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank.
4. During the continuance of this contract or such extended time, the contractor shall provide security guards at the said premises as per the requirement of the National Bank. The present requirement and timings of duties are as per Schedule I, which would be liable for change as and when considered necessary by the National Bank. The requirement of number of guards will be reviewed, if considered necessary, by the National Bank. The contractor shall increase or reduce the number of security guards and AMC charges as specified in financial bid will be increased or decreased proportionately.
5. The security guards posted by the contractor for the said premises shall be deployed in consultation with the Bank.
6. The security guards posted at the aforesaid premises of the National Bank for duty shall be below **55 years of age** and be medically fit to perform the security job. The working and deployment of security guards will be monitored by any official authorized by the National Bank for the purpose. The contractor shall also ensure proper rotation and weekly off for the security guards deployed at the said premises. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following: -
 - i. The security guards on duty shall comply with the directions and instructions regarding security and maintenance issued by the representatives of the National Bank to the Contractor from time to time.
 - ii. The Contractor shall accede to the requests of the National Bank's representatives for recall of any particular person from out of Security Guards and substitute him by another.
 - iii. The contractor shall ensure that the security guards provided by it are smart,

educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or the National Bank or its business or work or its officers / employees / visitors, etc.

- iv. They shall not allow any unauthorized persons/outside to enter into the premises of the National Bank both at office premises and at staff quarters.
- v. They shall ensure that all outsiders do enter their name in Visitor's Register before entering the premises.
- vi. They shall maintain adequate security and shall remain always on vigil.
- vii. In case of fire, they shall inform the fire brigade and/or police station nearby and the responsible officers of the National Bank.

7. Besides the regular work of providing security services, the guards on duty will also be responsible for switching on/off lights in common area/s within said premises. They will also be attending other jobs like operating water pumps, opening & closing of dispensaries, if available and also maintain registers for maintenance contracts of other trades/services.

8. They will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/housing facility in the said premises.

9. The Contractor shall declare that they shall be responsible for the due compliance of all the legal provisions connected with requirement of security staff posted at the said premises of the National Bank.

10. The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default. The contractor shall submit to the National Bank documentary evidence of the payment paid to the security guards as and when asked.

11. The contractor shall indemnify NABARD against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor. The contractor, before starting the work of execution of the service contract as described under scope of work, is required to submit a **“Letter of Indemnity and Undertaking”**. A specimen of such letter is enclosed as **Annexure II**.

12. The contractor shall provide to security guards with necessary uniform, arms and other equipment like torch, baton etc. required for the effective discharge of security services to the National Bank at its own expenses. Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the National Bank.

13. The contractor shall provide to the National Bank **photographs and residential address** of the security guards and the proof of their service in the armed forces.

14. The National Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The contractor shall get the security guards posted for duty at the said premises, insured against accidents at its own cost.

15. **Applicable Leave:-** Successful vendor shall ensure leave to security guards as per Contract Labour Act, 1970. It shall be ensured that service personnel are given at least 04 days holidays in a month.

16. The security men so provided shall endeavor to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by the National Bank in this regard. National Bank shall be at liberty to recover the said amounts from the amounts payable to the contractor.

17. The National Bank shall, in the event of the contractor committing any breach of any the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank or for any other reason considered by the National Bank as sufficient, be entitled to terminate this agreement by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.

18. The National Bank if so desire may ask the Contractor to provide security arrangements against pilferage and for protection of properties and maintaining peace and order in any other premises of National Bank and the Contractor shall provide such security arrangement as described in this tender.

19. On expiry of or early termination of the contract, the security guards shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.

20. In case of any dispute or difference between the parties under this agreement, the same shall be referred to The General Manager, NABARD, Agartala or to the person nominated by him and his decision shall be final and binding on the parties.

21. It is advised that vendors may submit scanned copies of all documents in support of their claims / submissions, as asked for in the tender document of NABARD, along with an undertaking that all documents submitted are correct and if found otherwise, in future, will be liable for termination of the tender / contract without any notice.

Signature of the tenderer with seal

Place & Date:

National Bank for Agriculture and Rural Development

Annual Maintenance Contract for Security Services & Security Guards for its office premises at Tripura Regional Office, Shilpa Nigam Bhawan, Khejurbagan and Palace Compound, North Gate, Agartala.

Scope of work: (Part B) - Illustrative

- a) To ensure security of the assets of NABARD against theft, pilferage & misappropriation and to implement anti-theft measures at the above mentioned premises.
- b) To prevent unauthorized persons and vehicles gaining entry in the Office premises of NABARD.
- c) To maintain visitors and staff movement records and vehicle movement records as may be directed by NABARD Officials from time to time.
- d) To ensure that no hawkers or vendors are allowed entry into the premises.
- e) To prevent entry of stray animals in the premises.
- f) To maintain law & order, discipline and check all disturbances/nuisances in the premises.
- g) To bring to the notice of authorized NABARD officials any suspicious person/s activity noticed during or after office hours in and around the premises of NABARD.
- h) To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with the competent authority of NABARD.
- i) To conduct any internal investigation required in the interest of the Security of the NABARD.
- j) To attend to fire-fighting and assist in disaster evacuation in case of emergencies.
- k) To switch on/off electrical points, ACs and AHU's, Power Generator, water pump, etc. before/after office hours in the premises or as and when required.
- l) To open/lock all the doors of buildings before/after office hours and as per directions of NABARD officials whenever required.
- m) To maintain the movement of personnel, visitors in the office complex through CCTV camera system (as and when installed), grant access to entry through Access Control System and to maintain the surveillance system (Access Control) located in the security cabin. The scope of work also includes the basic operation of the Access Control System for surveillance by the guards at no extra cost.
- n) To provide guards at all strategic points / positions as agreed. The guard will be in the form of fix guard, foot patrol guards.
- o) In case of local emergency like Disturbances, Demonstrations, Agitation, Fire, Natural or Unnatural disaster, security personnel provided by the contractor shall assist the Bank and police authorities, if called for in maintaining the law and order at such times.
- p) The security personnel engaged and deployed by the contractor should possess the

knowledge on right of private defense of persons and property as provided under the Indian Penal Code.

- q) Security personnel deployed should be well versed with all security related procedures, gate control first aid & vigilance.
- r) Deployment registers to be maintained by the contractor at the respective sites.
- s) The agency shall bring to the notice of security in charge any inadequacy with regard to illumination, bottle necks/loopholes/grey areas/unsafe conditions/fire hazards etc.
- t) Any other services incidental to or connected with the work usually and normally rendered by the agency and as decided by the Bank.

Special Note: -

1. The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

2. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the party.

3. Quantities indicated in the Financial Bid may vary to the extent or may be deleted without any notice and as such the rates quoted should be workable and should include all overheads, profits, taxes as applicable and all other incidental charges.
(Bidders may please note that the work defined above is only illustrative and indicative in nature. Any work/action/duty mentioned elsewhere in the tender document defined to be a part of contractor's obligations shall form a part of the scope of work unless it is specifically mentioned to exclude the same from the scope of work)

Signature of the tenderer with seal

Place & Date:

SCHEDULE – I

Requirements of Security Guards

1. Office Premises - 1 : 3 security personnel on each shift of 08 Hrs each
2. Office Premises – 2 : 3 security personnel on each shift of 08 Hrs each
3. Shift : 06.00 hr to 14.00 hr; 14.00 hr to 22.00 hr; 22.00 hr to 06.00hr

Agreement

This agreement made at Agartala this day of 2022 (in words) between the National Bank for Agriculture and Rural Development a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Regional Office at Shilpa Nigam Bhawan, VIP Road, Agartala – 799006, herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) of the ONE PART and (this will undergo change when the party is partnership firm or Company) Shri..... son of aged presently residing at and carrying on similar work under the name and style of M/s and having their place of business at hereinafter referred to as ' the party' (which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the National Bank is desirous of outsourcing the work of ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES at Office Premises at NABARD at Shilpa Nigam Bhawan, VIP Road, Agartala-799006 (herein after referred to as the said premises)

AND WHEREAS the party has offered to undertake the work as per the scope of work and details indicated in the special instructions

AND WHEREAS the National Bank in consideration of the conditions and covenants to be observed by the party has agreed to permit the party to carry out the work hereinafter set out.

NOW, THIS AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

NABARD hereby awards the work of ANNUAL MAINTENANCE CONTRACT FOR SECURITY SERVICES – OFFICE PREMISES from 01/05/2022 to 31/03/2025 subject to annual review and renewal on satisfactory performance each year. The contract period may be extended further depending upon the discretion of the Bank.

As compensation for the work, the party shall be reimbursed an amount of Rs.

_____ / (Rs. _____ only) per month, Basic Rate plus taxes as applicable.

2. The compensation shall be payable to the party by NABARD within 02 week from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of the Bank.

3. (a) The party shall comply with the municipal and other laws, obtain license, permission as required under the contract labour laws and cover all the employees under his charge with all statutory requirements like minimum wages, PF, ESIC etc. The party shall indemnify and keep indemnified the Bank against any lapse on the party's part in complying with these conditions or any other statutory requirements in connection with the firefighting work.

(b) The quality of maintenance work shall be of good standard subject to the satisfaction of the General Manager of the Bank

(c) The party shall keep, at a conspicuous place in the said premises a complaint/suggestion register in which complaints and suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the General Manager or any other officers of the Bank so deputed by him. The party shall put up the complaint register once in a week on Monday mornings and if Monday were to be a public holiday or by any other reasons the National Bank remain closed on any Monday the same shall be submitted on the next working day immediately following that day. The General Manager will take such action in respect of each complaint or suggestions as the case may be and the party shall be obliged to take remedial / rectification measures as instructed by the General Manager.

(d) The party shall ensure that no loss or damage is caused by an act or default on his part or his employees and agents to the Bank`s furniture, fixture and fittings and other articles.

(e) This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the party.

(f) If the General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the party shall not be entitled to any compensation in the event of such termination. **However, in normal course the agreement can be terminated by the party by giving three months' notice and by the Bank by giving one month`s notice.**

(g) On the expiry or earlier termination of this agreement the party shall remove himself and his employees/servants and agents from the premises and all articles belonging to him, or to his employees or agent.

(h) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.

(i) The reference to the General Manager in this agreement and the schedules hereto annexed shall mean the General Manager holding, charge of General Administration Department for the Tripura Regional Office at Shilpa Nigam Bhawan, VIP Road, Agartala – 799006 and shall include, in respect of any powers exercisable by him or NABARD under this agreement any officers of the Bank designated by him in that behalf from time to time.

(j) Annexure I, II , III, IV of the tender document giving terms and conditions of the contract shall form part of this agreement.

(k) This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate. Stamp duty on original and duplicate shall be borne by the party.

IN WITNESS WHEREOF the National Bank has set its hands to these presents and a duplicate hereof through its authorized official and the party has set his hands to these presents and the duplicate on the day/month and year first hereinabove written. Signed and delivered by the within named National Bank

..... by the hand of its authorized official

(Name and Designation) in the presence of

(i)

(ii)

Signed and Delivered by Shri

In the presence of

(i)

(ii)

Signature of the authorized signatory of the contractor / Tenderer

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

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

And

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

Preamble

The General Manager intends to award, under laid down organizational procedures, contract/sfor

..... . The General Manager 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 General Manager 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 General Manager

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

a. No employee of the General Manager, 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 General Manager will, during the tender process treat all Bidder(s) with equity and reason. The General Manager 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. If the General Manager 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 General Manager will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions. The General Manager will exclude from the process all known prejudiced persons

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 General Manager'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 cartelization 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 General Manager 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 General Managers, 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 eligibility or credibility in question, the General Manager is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the General Manager has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the General Manager is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the General Manager has terminated the contract according to Section 3, or if the General Manager is entitled to terminate the contract according to Section 3, the General Manager 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 General Manager Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The General Manager will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The General Manager 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 General Manager 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 General Manager has substantive suspicion in this regard, the General Manager will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The General Manager 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, City, Cuttack District Odisha – 753 008

(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 General Manager 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 General Manager 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 General Manager 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 General Manager 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 General Manager 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 24 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 Tripura Regional Office of the General Manager, i.e. Agartala.

(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.

(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 General Manager)
Bidder/Contractor
(Office Seal)

(For & on behalf of the
(Office Seal)

Date :

Place :

Witness : - 1.

Signature :

Name & Address :

Witness : - 2.

Signature :

Name & Address :

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The General Manager,
National Bank for Agriculture and Rural Development (NABARD)
Tripura Regional Office
Shilpa Nigam Bhawan
Agartala

Dear Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail security services at its Regional Office, Agartala as per this tender and which are hereinafter for brevity sake referred to as security services, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____(contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____(contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____(contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation of Authorized Official)

QCBS Scoring Model**Scoring model for deciding the L1 in case of tie (multiple L1 bidders)**

S. No.	Description	Score
1.	Legal Structure	20
	Private Ltd./Public Limited	20
	Partnership	15
	Proprietorship	10
2	Work experience in the relevant field of work	10
	>20 years	10
	Less than 20 years but more than 10 years	5
	Less than 10 years but more than 5 years	2
3	Average Turnover during the last 03 years ending 31.03.2022	10
	More than Rs. 25.00Lakh	10
	Less than Rs. 25.00 lakh but more than Rs. 15.00 lakh	5
	less than Rs. 15.00 lakh	2
4	No. of works in Public /Private institutions handled in India in the last 07 years (as on date of bid submission)	5
	More than 10	5
	Less than 10 but more than 5	3
	Less than 5	1
5	Quantum of Area of the building /work performed for the last 7 years	5
	More than 100%	5
	Less than 100% but more than 60%	3
	Less than 60% but more than 40%	1
	Total marks	50

Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of total 50 marks.

**National Bank for Agriculture and Rural Development
Tripura Regional Office**

**Annual Maintenance Contract for Security Services & Security Guards for its
office premises at Tripura Regional Office, Khejurbagan, VIP Road, Kunjaban,
and Palace Compound, North Gate, Agartala**



PART II

(Financial Bid)

PREAMBLE TO SCHEDULE OF QUANTITIES

The "Annual Maintenance Contract for Security Services & Security Guards for its office premises at Tripura Regional Office, Agartala

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
4. If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
5. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
6. All quoted rates shall be inclusive of all taxes including goods and service tax, wages, etc. as per minimum wages Act etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained other than those mentioned in the price bid.
7. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.

8. RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- (a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.
 - (b) When the amount of an item not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - (c) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
2. The Bank do not bind itself to accept the lowest or any tender and reserve its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

3. Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.

DECLARATION BY THE CONTRACTOR

We/ I have read and understood all the instructions/conditions stated above and we / I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place:

Signature of Contractor
(with Name and Seal)

Date:

Address:

PART – II

FINANCIAL BID

**Calculation sheet for supply of manpower with minimum wages
(Cost per Month excluding taxes)**

Sl.No.	Particulars	Remarks	Rates Percentage	Amount per month (Rs.) for 26 days
A	Basic Wages plus VDA (26 days)	w.e.f. 01.04.2022	625	16250.00
B	EPF /EDLI /Admin Charges on Basic Wages plus VDA	up to a limit of Rs. 21000.00 pm	13.00%	2112.50
C	ESIC	On 'A'	3.25%	528.13
D	Sub Total {Sum of (A) to (C)}			18890.63
E	Relieving Charges for 4 days			
F	Basic Wages plus VDA		625	2500.00
G	EPF /EDLI /Admin Charges on Basic Wages plus VDA	up to a limit of Rs. 21000.00 pm	13.00%	325.00
H	ESIC		3.25%	81.25
I	Sub Total {Sum of (F) to (H)}			2906.25
J	Total Cost of One Guard per month (D+I)			21796.88
K	Cost of 6 guards per month			1,30,782.00
L	Service Charges on (K) (in both percentage and amount, rounded off to two decimal places)			
M	Total Amount (K+L)			

Total Cost per month for 6 guards (in words):

Note 1: - Rates shall be quoted as “Total Cost per Month”. The rates quoted should be exclusive of taxes.

Note 2: - For all calculation, there shall be 30 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

Note 3: - No change shall be allowed in this table.

Note 4: - Minimum wages, ESI, EPF etc. above shall be paid as per Central Govt. Acts/Notifications including amendments/ modification.

Note 5:- EPF is calculated on Basic Wage.

Note 6:- Basic Wages plus VDA at Sl No. A are as per Central Govt. Minimum Wages w.e.f. 01 October 2021 for Watch and Ward Duties without arms.

Note 7: - Rates quoted would be applicable for the entire period i.e. upto 31 March 2025. However, revision in rates would be considered only if the minimum wages & taxes are revised.

Note 8:- The Service Charges quoted above may include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers etc. These costs (or percentage) are to be solely decided by bidder for the purpose of this quotation.

Note 9:- The service charges should be more than 1%

Note 10:- VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

Date :

Signature of the tenderer with seal

Place :