

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
NABARD TOWER, RAILWA ROAD, NEAR SARASWATI DHAM  
JAMMU – 180012

NB.J&KRO/PSS-Admin-01/AMC(Security)/2020-21

10 April 2020

Dear Sir / Madam,

**Calling for Tenders for Providing Security Services/Firemen for NABARD, Jammu and Staff quarters of NABARD at Channi Rama, Jammu for the duration 01 June 2020 to 31 March 2023**

NABARD, Jammu invites tenders from reputed and registered security agencies for the above quoted work as detailed hereunder:

1. Nature of the work : Provision of ‘Unarmed Security Guards/Firemen’ for Regional Office and Staff Quarters of NABARD, Jammu
2. Place & description of work

S.No.	Banks property	Requirement	Total No. of Guards required
1	Office Premises (NABARD Tower, Railway Road , Near Saraswati Dham, Jammu	Two unarmed security guards for each of three shifts of 08 hours and One additional security guard for general shift i.e 9.00 AM to 5.00 PM	7
2	Staff Quarters (NABARD Gram,Channi Rama, Narwal, Jammu)	Two unarmed Security Guard per shift for 2 shifts of 08 hours and three guards for nightshift i.e. 10.00 PM to 6.00 AM	7
3	Office Premises (NABARD Tower, Railway Road , Near Saraswati Dham, Jammu	One Firemen each for three shifts of 08 hours each.	3
		Total	17

3. Earnest Money Deposit : Rs. 50000/-
4. Last date for purchase of tenders : 30<sup>th</sup> April 2020 up to 12:00 noon
5. Last date for submission of tenders : 30<sup>th</sup> April 2020 up to 2:00 PM
6. Date of opening of Technical Bid : 30<sup>th</sup> April 2020 at 4:00 PM

Interested parties can download the tender document from the website of NABARD ([www.nabard.org](http://www.nabard.org)) or can also obtain the same from DPSP, NABARD, Jammu on payment of Rs. 500/- in cash or Demand Draft drawn in favour of NABARD, Jammu. The interested agencies may inspect the work to be done before filling the tender. Sealed quotations addressed to CGM, NABARD Regional Office, NABARD Tower, Railway Station Road, Jammu needs to be deposited well in time in the tender box kept in DPSP of the National Bank's regional office. Tender documents downloaded from NABARD website to be necessarily accompanied with a DD for Rs. 500/- drawn in favour of NABARD, Jammu.

The tenders received by the bank up to 2.00 PM on 30th April 2020 will be opened on the same day at 4.00 PM and authorized representative of the contractors submitting the quotations can attend the same if they so desire.

Incomplete or tenders received after due date/time will not be considered. Bank reserves the right to reject one or all tenders without providing any reasons.

Yours faithfully,

Sd/-  
(Guriqbal Singh)  
Deputy General Manager

**Tender Document For Security Services/Firemen At  
NABARD Tower, RAILWAY ROAD, NEAR SARASWATI DHAM,  
JAMMU and NABARD Staff Quarters at Chhani Rama, Near CRPF  
Transit Camp, Jammu**

I. The Tender Documents of the subject work consists of the following:

1. Form of Tender	(Document 'A')
2. General Instructions to Tenderers	(Document 'B')
3. Tender Conditions	(Document 'C')
4. Scope of Security Services incl. specifications	(Document 'D')
5. General Conditions governing Tender	(Document 'E')
6. Information about Tenderer	(Document 'F')
7. Integrity Pact	(Document 'G')
8. Price Offered - Price Bid Form	(Document 'H')

II. Interested parties can download the tender document from the website of NABARD ([www.nabard.org](http://www.nabard.org)) or can also obtain the same from DPSP, NABARD, Jammu on payment of Rs. 500/- in cash or Demand Draft drawn in favour of NABARD, Jammu. Sealed quotations addressed to CGM, NABARD Regional Office, NABARD Tower, Railway Station Road, Jammu needs to be deposited well in time in the tender box kept in DPSP of the National Bank's regional office. Tender documents downloaded from NABARD website to be necessarily accompanied with a DD for Rs. 500/- drawn in favour of NABARD, Jammu.

III. The interested agencies may inspect the work to be done before filling the tender. While submitting the tender, it may be noted that the entire tender document i.e., General instructions to Tenderers, Tender Conditions, Scope of Security Services incl. specifications, General Conditions and Information about Tenderer (S. No. 2 to 7 as aforesaid of this letter) are to be signed at each and every page by the tenderer and they must be enclosed with the Technical Bid as an unconditional acceptance of the terms and conditions laid down by National Bank For Agriculture and Rural Development as a part of this tender.

IV. The Bids which are **not accompanied** with documents as specified from Sl. No.1 to 8 as mentioned above as well as the various documents including earnest money, Income-Tax Return Assessment, Copies of registration with appropriate authorities of EPF, ESI, PAN No. etc., are liable for rejection forthwith and no further correspondence in the matter shall be entertained.

V. In case of any details/clarifications relating to terms and conditions of the tender, the same may be obtained from the Office of NABARD, Jammu by visiting the office during its working hours.

VI. The Technical Bid will consist of all documents from 'Document A' to 'G' of serial I above and shall be submitted in a **separate sealed cover along with Earnest Money Deposit (EMD) of Rs. 50000/- super-scribing "Technical Bid for Security Tender/Firemen"**. The Price Bid (Document 'H') shall be submitted in a **separate sealed**

**cover super-scribed as “Price Bid for Security Tender/Firemen”** and will be opened on a pre-fixed date after scrutiny of the Technical Bids.

DOCUMENT 'A'

**FORM OF TENDER**

Reference No..... Date.....

From :

.....  
.....  
.....

To,  
 Chief General Manager  
 National Bank for Agriculture  
 And Rural Development  
 NABARD  
 Railway Road  
 Jammu - 180012

Dear Sir,

Having examined the Tender Document for Security Services/Firemen at (a) NABARD Office Premises at Railway Road, Jammu, and (b) NABARD Staff Colony at Chhani Rama, Near CRPF Transit Camp, Jammu consisting of Invitation to Tenderer(s), General Instructions to Tenderer(s), Tender Conditions, Specifications, General Conditions and Special Conditions governing Tender (hereinafter called the Tender Documents) and having understood the provisions of the said tender documents, having thoroughly studied the requirements of Security Services at NABARD Premises and NABARD Staff Colony at Chhani Rama, Near Transport Nagar, Jammu, I/we hereby submit our Tender offer to you for the Security Services in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Price Bid Form being submitted separately duly signed in a sealed cover as desired. I/we have enclosed with this tender, the following documents namely:

- |  |              |
|--|--------------|
| 1. General Instructions to Tenderer(s) | [Document B] |
| 2. Tender Conditions                   | [Document C] |
| 3. Scope of Work                       | [Document D] |
| 4. General Conditions governing Tender | [Document E] |
| 5. Technical Bid                       | [Document F] |
| 6. Integrity Pact                      | [Document G] |
| 7. Price offered (Price Bid Form)      | [Document H] |

I/We hereby undertake that the statements made herein and the information given in the document are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling National Bank For Agriculture and Rural Development to avoid any resultant contract/to terminate the contract and will compensate the National Bank For Agriculture and Rural Development for any loss/damage caused due to such

misrepresentation and National Bank For Agriculture and Rural Development may also, at its discretion apply the blacklisting clause.

I/We confirm having deposited a demand draft towards the Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand Only) by Demand Draft No.....  
Dated.....drawn on.....  
Bank.....Branch attached hereto for providing security services at NABARD Office premises and Staff Quarters.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of Authorised Person  
Signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)

**DOCUMENT 'B'****GENERAL INSTRUCTIONS TO TENDERERS**

1. Please examine each and every clause carefully.
2. The last date for submission of the completed Tender documents (Technical Bid & Price Bid in separate envelopes) is 30th April 2020 upto 2.00 PM. by when the documents must reach this office. Tenders would be opened at 4.00 PM on the same date and tenderer(s) may attend the same if they so desire. At the first instance, only Technical Bid will be opened. The Price bids would be opened later only for those tenderers who satisfy all necessary technical parameters.
3. Tenderers may deposit the Tender and the Price Bid in sealed envelope super-scribed as "Tender for Security Services" in the Tender Box especially kept for this purpose in the Premises section of the office. Incomplete tenders will be rejected outright, without assigning any reason.

**4. SIGNING OF TENDER**

- (i) The Tender shall contain the name, place of business and other prescribed details of the person(s) making the Tender and shall be signed by the Tenderer with his usual signature.
- (ii) Partnership firms shall furnish the full names of all the partners in the Tender, and shall annex a copy of the Partnership Deed to the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing.
- (iii) Tender by Corporations shall be signed in the name of Corporation by a person duly authorised to do so.

**DOCUMENT 'C'****TENDER CONDITIONS****1. INTRODUCTION**

The tender is for providing Security Services/Firemen as per scope of work prescribed in Document 'D'.

**2. SCOPE OF SERVICES**

Scope of Services is detailed in Document 'D'

**3. CONTRACT PERIOD**

The contract will be for the duration from 01 June 2020 to 31 March 2023. However, the performance of the agency shall be assessed and evaluated after completion of the contract and can be further extended for a period of two years on satisfactory performance of service provider/contractor and all other terms and conditions will remain unchanged.

**4. CRITERIA FOR TECHNICAL QUALIFICATION: The eligibility criteria for pre-qualification of bidder are as under:-**

a) The contractor/agency/firm must have experience of similar work during the last 5 years in providing security services in reputed companies/PSUs/PSU Banks/Financial Institutions/MNCs/Corporates etc. The bidder has to submit details of works completed during last 5 years with bid document.

b) The agency should have sound financial background with profitability for the last 3 years. Annual financial turnover during the last year, ending March 31, 2019 should be at least Rs.50 Lakh.

c) The Contractor should submit proof of registration/applied for under "J&K Private Security Agencies Regulation Act, 2015 (PSARA)"

d) The agency should submit work orders of having minimum 100 security guards on their rolls.

e) The agency should be registered with the concerned authorities i.e. Proof of Organization/ Company Registration No., ESI and EPF Registration Code, GST Registration and PAN.

f) Should have a Registered Office/Branch in Jammu at least for the last 3 years.

g) Should be empanelled or registered with Directorate General Resettlement and should submit proof of valid DGR sponsorship.

h) The bidder should submit detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents,

i) The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from NABARD shall be sent by E-mail/speed post.



j) Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.

k) NABARD reserves the right to request for any documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted immediately on receipt of any such communication from NABARD.

l) The contractor should enclose Bidders Information along with supporting documents.

m) After opening of Technical bids, if the firm fulfils the technical criteria, their financial bid will be opened. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given in the Bidder Information.

n) The bidder shall be summarily disqualified in case of non-submission of required documents.

#### 5. **ACCEPTANCE / REJECTION OF BID**

NABARD also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of NABARD regarding the same shall be final and conclusive.

#### 6. **CAPABILITY ASSESSMENT**

Only those Tenderers who after evaluation of the Technical Bid are found to be competent and capable enough to handle the NABARD assignment shall be considered for the award of contract. The Tenderer(s) may also refer to Clause 3 of Document 'B' in this regard.

#### 7. **PRICE**

Price shall be quoted in Indian Rupees as required in Document 'H' (Price Bid form) and will be submitted **in a separate sealed cover**. The prices as quoted shall be valid upto three months from the date of submission of tender within the framework of statutory elements in force and the Bidder shall pay in addition to minimum wages the benefits of PF and ESI etc. in respect of employees engaged by him.

#### 8. **ABNORMAL RATES**

The bidder is expected to quote its service charge after careful analysis of cost involved considering all specifications and conditions of contract. As per Ministry of Finance vide its OM No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes nil charges/ consideration the bid shall be treated as unresponsive and will not be considered. The service charges shall not be below statutory deductions.

#### 9. **PAYMENT TERMS:**

Security Agency to whom the contract is assigned shall forward its monthly bill to NABARD in the first week of the current month in respect of the services tendered during the preceding month. The bill shall be paid within 10 days. The agency will have to first make

the payment to its guards through account payee cheques/NEFT in their respective accounts and then submit the monthly bill along with the proof of payment, statements of EPF & ESI deposits and the attendance sheet.

#### 10. **ACCEPTANCE OF SERVICES**

The Tenderer shall render the Security Services, as per the Scope of Work prescribed in Document 'D' in terms of the quality standards, round the clock Security Services as per terms of instant tender. **The quality of service shall be outstanding and any deviation on account of quality of services shall make the contract voidable at the option of NABARD.** The NABARD shall reserve the absolute right to terminate the Contract by giving one-month notice in writing and upon expiry of such period, the Tenderer shall remove his men from the site forthwith. NABARD may at its discretion also accept such service from alternate security service / agency by giving due caution notice and levying penalty as deemed appropriate in this regard (Clause 3.1 (a) (Document 'E')).

#### 11. **EARNEST MONEY DEPOSIT**

The Tenderer shall be required to deposit and keep deposited alongwith the tender document a sum of Rs. 50000/- with NABARD as earnest money, which is to be submitted by way of demand draft drawn in favour of NABARD, payable at Jammu. No interest will be paid by NABARD on Earnest Money Deposit. Earnest Money Deposit shall be refunded to those tenderers whose offers have not been accepted within 30 days of opening of Tender and in case of successful bidder it shall be retained as interest free security deposit for due performance of the obligations by the firm in terms of Contract.

12. Income tax and any other tax will be deducted at source as per government instructions in force.

13. All guards employed by the agency shall be below 45 years of age and shall be medically as well as physically fit. The agency will employ the guards at various points by rotation.

14. The functioning and working of guards thus engaged will be periodically supervised by the officials of the Agency. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Protocol and Security Officer, NABARD Jammu. They shall specify the services of guards to be obtained in each shift.

15. The agency will give all benefits such as leave, gratuity, bonus etc. as per applicable labour laws in force from time to time. No extra payment shall be made on this account.

16. The agency will provide uniform and other implements required for performance of effective duty. The agency will also submit the photograph, address proof, certificate of training, police verification and proof of security services rendered in respect of deployed personnel.

17. The agency will ensure that the personnel are ex-servicemen preferably from fighting arms cadre of the armed forces.

Signature(s) of the Tenderer(s)

Name and Designation of Authorised person signing  
the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)

**DOCUMENT 'D'****SCOPE OF WORK****AREA WHERE SECURITY SERVICES/FIREMEN ARE TO BE RENDERED:-**

- 1. National Bank For Agriculture and Rural Development  
Railway Road, Near Saraswati Dham  
Jammu-12**
- 2. NABARD Staff Quarters, Chhani Rama, Near Transport Nagar, Jammu-15**

**1. Scope of work: - A. The scope of Security Services to be rendered under this contract includes:-**

- 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 and Staff Quarters, NABARD.
- c) To maintain visitors and staff 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 authorised 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.
- l) To open/lock all the doors of buildings before/after office hours and as per directions of NABARD officials whenever required.
- m) A CCTV camera system is installed in our Office campus. The DVR/scanners/Access Control System and monitoring of the systems located in the security cabin. The scope of work also includes the basic operation, for keeping surveillance, of such a device by the guards at no extra cost.

n) Any other service (s) that may be required in this regard from time to time.

**B. The scope of work to be rendered by Firemen under this contract includes:-**

As a member of a shift, the fireman shall:

- a) respond to emergency calls, lay and connect hose, hold nozzles and direct water stream, raise and climb ladders, use extinguishers and other equipment.
- b) provide rescue in various forms from dangerous situations, operational response to dangerous goods calls.
- c) provide emergency medical care to patients including ambulance transportation.
- d) ventilate buildings to release heat, smoke and gases, place salvage covers, and action to prevent water damage.
- e) as assigned, operate firefighting apparatus.
- f) perform varied maintenance tasks on apparatus, equipment and facilities.
- g) fire prevention work, conducts course for other staff and contracted parties, and under direction of an officer performs inspections and clerical duties as required.
- h) mentoring others in emergency medical care, and firefighting.
- i) performs other related duties as assigned.

**C. Security Guard should fulfill the following requirements**

- a) Security Guard should be minimum 10th Class Pass.
- b) The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 21 and 45 yrs. old but not more than 50 years in any case. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- c) should have minimum one year experience with the applicant firm.
- d) should have undergone one month Basic Security Guard Training Program Level-I from a recognized training institute/ trainer.
- e) should have elementary knowledge of different type of in built firefighting equipment in high rise building.
- f) should have ability to identify a person through photo I-card, E-card, etc., with emphasis on the possibility and security risk of their misuse.

g) The Security Guards should be able to maintain various inward/outward registers, log books etc. at the security posts. They should be able to handle the reception counter and capable of operating the intercom communication system.

h) should have sufficient knowledge of operating and controlling electronic security gadgets e.g. basic of PC, CCTV, baggage x-ray scanner, handling and use of wireless communications devices etc.

ix) should have knowledge in Access Control, anti-sabotage check and identification of explosives and improvised explosive devices.

i) Elementary knowledge/orientation about bio-metric access system.

j) As a first responder he should have basic idea of how to react in emergency like fire, earth quake, terrorist attack, sabotage etc. and his coordinative role.

k) should have the ability for identification of a suspect, through body language.

**D. Special Dress: a) Ceremonial items ( Leather Belts, Caps Peak, White spades for boots, Line yard, Muffler/Tie, Ankle leather boots) to be provided to guards for special duties without any extra charges to NABARD to be issued to your guards required for special VIP duties and for National Festivals like Independence Day and Republic Day.**

b) During rainy and winter seasons Rain coats, Overcoats, Six feet long bamboo sticks, Whistles etc.) Should be provided to the guards without any extra charges to NABARD who perform duties at Building/premises.

c) Cost of uniform and other items provided to Security Guards shall be part of services charges and no separate recovery from the salary of security guard by contractor towards uniform expenses or any other expenses.

E. a) A list of persons deployed, together with their qualification, experience and copies of the appointment letters have to be submitted to NABARD.

b) The contractor has to arrange for the latest police verification from the parental police station of the employee as well as from the present residential address police station of the persons deployed within one month of the award of work and would issue name badges and I-Cards to the deployed personnel. Any subsequent changes in the deployment of personnel shall be notified in advance.

**DOCUMENT 'E'****GENERAL CONDITIONS OF CONTRACT****1. PRICE**

Bidder shall quote in the price bid, rates of wages for security personnel no less than the minimum wages as per current Minimum Wages Act, by giving break up of basic wages, including VDA, allowances, relieving charges, and other statutory liabilities as per central minimum wages. The prospective bidders who do not meet the statutory requirements are liable to be rejected.

**2. RENDERING OF SERVICES**

2.1 If delay and / or deficiency in service occurs in rendering of Security Services at NABARD Office Premises and staff quarters detailed in Clause 1(A-E) of Document 'D', the NABARD may, at its option and without prejudice to any other rights terminate in whole or part the contract order and NABARD, at its discretion, outsource the services of Security Services at NABARD Office Premises and staff quarters at Jammu at risk and costs of the firm and realise the difference in amount between the amounts spent and the amount to be paid as per the contract.

**3. TERMINATION OF CONTRACT**

3.1 In addition to any other rights or remedy of the NABARD and any other event entitling the NABARD to terminate the contract, the NABARD may at its option terminate in whole or part the Contract so far as it remains unfulfilled by written notice if,

- a) the firm refuses to render all or any of the Security Services at NABARD Office Premises which the firm is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract
- b) the firm becomes incapable of or unable to perform the Contract;
- c) death of proprietor of firm (if, an individual) or dissolution of Vendor (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the firm (if a company) or appointment of a Receiver or Manager of the firm assets or insolvency of the firm (if a sole proprietorship or of any partner of the firm (if a firm));
- d) distress execution or other legal process being levied on or upon any of the firm's assets.

NABARD shall have the right to terminate the contract on failure on part of contractor/service provider to discharge the designated work as per law by serving a one month notice. If the contractor wishes to end the contract before the conclusion of stipulated contract period, he may do so, by serving a three months notice in advance. NABARD Jammu shall reserve the right to increase or decrease the number of guards/firemen with an advance notice of seven days during the contract period.

3.2 Upon termination of the contract in whole or in part, the firm shall be entitled only to receive payment in accordance with the Contract for the Security Services/Firemen at NABARD Office premises and NABARD Staff Quarters rendered under the contract till the date of termination of contract, and shall not be entitled to any other payment or compensation.

3.3 The persons engaged by the Vendor shall be the permanent employees of the firm and in no circumstances shall be entitled to claim relationship of employers/employee with NABARD.

3.4 In case of NABARD being made party to any litigation by the employee of the firm for any reason whatsoever, the vendor shall bear / indemnify any cost incurred by NABARD.

#### **4. ARBITRATION CLAUSE**

In case of any dispute or difference arising out of or in connection with the tender conditions /contract, the authorised officials of the NABARD and Vendor will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by NABARD. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jammu. The award of the Arbitrator shall be final and binding on both the parties. The Courts at Jammu will have jurisdiction to decide the disputes, if any.

#### **5. INDEMNITY**

The firm shall at all times indemnify NABARD and shall keep it indemnified against all claims including payment to statutory authorities in terms of the various statutory enactment for which the firm shall be wholly and severally liable.

#### **6. MAINTENANCE OF REGISTERS AND FORMS**

The contractor shall be responsible to maintain the registers/forms as required under the prevalent labour laws in force from time to time. The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice

#### **7. INSURANCE**

a) It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the NABARD in the area of project which are in force from time to time will have to be followed by the contractor.

b) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belonging to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.

c) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by NABARD or customer. The contractor will submit necessary documents for



lodging/processing of insurance claim. NABARD will recover the loss from the contractor, in case the damage /loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to NABARD for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

#### **8. STRIKES & LOCKOUT**

a) The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of seven days, NABARD shall have the right to get the work executed through any other agencies and the cost so incurred by NABARD shall be deducted from the Contractor's bills/deposits. Further, NABARD reserves the right to terminate the contract in case of any strike/lockout of the contractor.

b) For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of NABARD.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of authorised person signing  
the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)

**DOCUMENT 'F'****INFORMATION ABOUT TENDERER**

1. Name of Tenderer :

2. Address with telephone/fax Nos.  
a) Head office :

b) Branch Office :

3. Telegraphic Address/E-Mail Address :

4 (a) Is the firm registered under the Indian Partnership Act 1932? If so, please furnish the Registration No. :

(Partnership firms shall furnish the full names of all the partners in the Tender, and shall annex a copy of the Partnership Deed to the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. )

(b) Is your concern a proprietary concern? :  
If so, Name and Address of the Proprietor. :

(c) Is your concern incorporated under the Companies Act Or any other law in India? :  
If yes, give copy of relevant documents. :

5. Has your firm changed name at any time? :  
If so, when and the reasons thereof. :

6. Date of commencement of Business :

7 Details of registration with statutory authorities for;

- (i) DGR :
- (ii) EPF :
- (iii) PAN No. :
- (iv) ESI :
- (v) GST :

(Please furnish certified copies of Registration with above authorities failing which Tender is liable for rejection).

8. Attach latest Income Tax Assessment Certificate.

9. Name & address of Principal Bankers. :

10. Details of Places where Security Services are being/have been provided to Govt./Public sector undertaking/Public Limited co. etc. in the past five years?

Name of the Organisation	Nature of job	Value	Area covered	Guards deployed	Contact Person at such organisation with Tel. No. and Designation

12. Details of infrastructure:- Furnish complete details of machinery/equipment/qualified manpower etc., available justifying your case.

13. Turnover Receipts (last 3 years)

(Please enclose copy of latest balance sheet and profit and loss Account

2016-2017	2017-2018	2018-2019

14. Any other relevant information:-

15. We are enclosing herewith EMD (Interest free) of Rs 50,000/- through D.D./Pay Order No.....Dated.....drawn on ..... payable at Jammu to NABARD.

Further DD for Rs. 500/- and drawn in favour of NABARD, Jammu is also enclosed towards Tender form as the same was downloaded from NABARD website. (Strike out if not applicable.)

Signature of the tenderer(s)

Name and Designation of authorised person

Signing the tender on behalf of the tender(s) with

Rubber Stamp.

Full Name and address of the tenderer(s).

Tenderer needs to employ the following manpower for the above job at NABARD premises

S. No	Location	Nos. of Security personnel/Firemen
1	NABARD Office premises and Staff Quarters as mentioned above	7+7+3 i.e. 17.

**DOCUMENT ‘G’****INTEGRITY PACT**

Between

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

And

\_\_\_\_\_ hereinafter referred to as “**The Bidder/Contractor**”**Preamble**

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

In order to achieve these goals, the Principal 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidders(s)/Contractor(s) will not use properly improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. The 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 in any other form which put their reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous Transgression**

1. The Bidder declares that no previous transgression 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/Sub-Contractors**

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

### **Section 7 – Criminal Charges against violating the Bidder(s)/Contractor(s)/Subcontractors(s)**

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

## 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

.....

.....

(Name & Address of the Monitor)

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 his /her to treat the information and documents of the Bidder/Contractor as confidential. He/she reports to the Chairman, NABARD.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractors(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 refuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor, can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
8. If the Monitor has reported to the Chairman, NABARD, a substantial 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 Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

### **Section 9- Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 5 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

### **Section 10- Other Provisions**

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreements 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, if the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)  
(Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 :

(Name & Address)

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

Witness 2 :

(Name & Address)

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

**DOCUMENT 'H'****PRICE BID****Quotation for Security Services at NABARD Office Premises and Staff Quarters**

(per month basis exclusive of GST)

<b>S. No.</b>	<b>Details</b>	<b>Per Guard/ Fireman/month</b>	<b>For 17 Guards/ Fireman/month ( as worked out)</b>
i	Wages for guards*	Rs	Rs
ii	ESI (3.25%)	Rs	Rs
iii	EPF (12%)	Rs	Rs
iv	Employees Deposit Linked Insurance (EDLI) (0.5%)	Rs	Rs
v	Administrative Charges (0.5%)	Rs	Rs
vi	Bonus (8.33%)		
vii	Sub-Total (i + ii + iii+ iv+ v+vi)	Rs	Rs
viii	Relieving Charges 1/6 of S. No vii	Rs	Rs
ix	Total ( vii + viii)	Rs	Rs
x	Service Charge on ix(.....%)	Rs	Rs
xi	Final Amount	Rs	Rs

In words: Per Month/Guard:

Per Month for 17 Guards:

\*Must cover minimum wages Central or State whichever is higher.

NB:- Rates quoted would be applicable for the contract duration wef 01 June 2020 to 31 March 2023. However, revision in rates would be considered when the minimum wages are revised by Central Labour Commissioner or relevant authority and contract rates are lower than the revised rates.

Date :

Place :

Signature :

Name of firm/company/agency :  
With Seal/rubber stamp