

Annual Maintenance Contract for providing Security Services of Unarmed Security Guards at the NABARD Karnataka Regional Office and staff Quarters for the financial years 2025-26 & 2026-27.

PART I (TECHNICAL BID)

Tender Ref. No.	NB.KA RO/ DPSP/78555/ AMC-Security Service/2024-25 dated 07 November 2024	
Date of commencement of issue of Tender	10:00 hrs on 07.11.2024	
Date of Pre-bid meeting	15:30 hrs on 20.11.2024	
Due date and time for	14:00 hrs on 29.11.2024	
submission of Tender		
Date and time of opening of the tender (Technical Bid)	15:00 hrs on 29.11.2024	
Date and time of opening of the financial bid	Shall be communicated to the technically qualified bidders later.	

Note: Any bid with incomplete information will be rejected

Name and address of the Bidder:

Signature and stamp of the Bidder or Authorized Signatory

National Bank for Agriculture And Rural Development

<u>Tender for providing Security Services of Unarmed Security Guards at</u> <u>the NABARD Karnataka Regional Office and staff Quarters for 2 years</u> <u>from 21.01.2025 to 20.01.2027.</u>

The Karnataka RO NABARD, Bengaluru invites competitive e-tender from companies/proprietorships/firms registered under PSARA Act 2005 for providing unarmed Security guards for guarding the NABARD Regional Office and staff Qtrs.

The tendering would be done through the CPPP e-procurement site <u>https://eprocure.gov.in</u>. All interested Bidders may register themselves through the above referred website.

Name of Department	DPSP
Mode of Procurement	Hardcopy to be submitted to NABARD Regional Office, #46, NABARD Tower, KG Road, Bengaluru-560009
Name of Work	Tender for providing Security Services of Unarmed Security Guard at the:- NABARD, Karnataka Regional office, NABARD Towers, 46 K G Road, Bengaluru – 560009. And Staff Quarters at; 1. Raheja Park, Magadi Road 2. Nandini Layout, Mahalaxmi Layout 3. BTM Layout
Appx cost of AMC for one year	Rs. 150.00 lakhs
Earnest Money Deposit (EMD)	Rs. 3.00 lakhs All bidders are required to submit the EMD in electronic mode only.

Schedule of tender is given below:

Date of Notice Inviting Tender (NIT) available for parties to download	10:00 Hrs on 07.11.2024
Pre- Bid meeting Date	15:30 Hrs on 20.11.2024 at 4 th Floor ,DPSP,NABARD Regional Office, #46, NABARD Tower, KG Road, Bengaluru-560009.
Last date of submission of Earnest Money Deposit (EMD) through NEFT.	14.00 Hrs on 20.11.2024
Date for Starting of tender for submission of Technical Bid (Part- I) and Financial Bid (Part-II)	10:00 Hrs on 07.11.2024
Date of Closing of tender for submission of Technical Bid (Part- I) and Financial Bid (Part-II)	14.00 Hrs on 29.11.2024
Date and Time of opening of Technical Bid (Part-I)	15.00 Hrs on 29.11.2024
Date and Time of opening of Financial Bid (Part-II)	Will be communicated to the technically qualified bidders later.

То

Shri K V S S L V Prasada Rao

Chief General Manager NABARD Karnataka Regional Office, NABARD Tower, 46, Kempe Gowda Road, Bengaluru – 560009

Dear Sir

Name of Work	Annual Maintenance Contract for providing Security Services of Unarmed Security Guards at the NABARD Karnataka Regional Office and staff Quarters for the financial years 2025-26 & 2026-27
Earnest Money Deposit (interest free)	EMD of Rs. 3,00,000/- (Rupees Three Lakh only) EMD are liable to rejection.
Validity of tender Mode of submitting The tenders	90 days from date of opening Hardcopy to be submitted to DPSP,4 th Floor,A wing,NABARD RO, #46,KG Road,Bengaluru-560009
Pre-bid meeting Time up to which tenders can be submitted	3.00 pm on 20.11.2024 2.00 pm on 29.11.2024
Time of opening of Technical Bid	3.00 pm on 29.11.2024

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

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

4. Details of the Firm/ Company/ Individual

Name of our firm / Company / Individual
Address of our firm / Company/ Individual
Telephone No.: Mobile No E-mail address
a) Bank C/c no. is With Bank
b) Type of account: Current A/c OR Saving A/c (please tick)
c) IFSC Code of bank branch: (For receiving payments against bills of works)
Address of bank branch:
The names of partners of our firm are (if applicable):
ne of the partner of the firm authorised to sign (Specimen Signatures) er / agreement

OR

Names of person having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached) (Specimen Signatures)

Yours faithfully

Signature of Contractor/Authorised person

(Signature and addresses of witnesses)

(1)

(2)

INSTRUCTIONS TO BIDDERS

1. GENERAL: -

1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed, trained and unarmed security guards for providing security services at NABARD Karnataka Regional Office, Bengaluru and Staff quarters.

1.2 This is an e-procurement tender of National Bank of Agriculture and Rural development. You are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting your online tender.

2. The process involves vendor's registration at site **https://eprocure.gov.in**.which is free of cost.

NOTE: The Technical Bid and Financial Bid have to be submitted in physical mode only at NABARD Karnataka RO,Bengaluru_

3. ELIGIBLE BIDDERS:-

The bidders shall be screened based on marks as per distribution indicated in annexure IV A & B. The bidder is required to submit full details in respect to all the columns with the proof (supporting documents).

4. QUALIFICATION OF THE BIDDERS:-

4.1 Pre-contract Integrity Pact as in Annexure III may be filled and submitted online, failing which the tender will not be considered.

4.2 Memorandum of Understanding shall be provided in case the Bidder is a Joint venture/Consortium/Partnership.

4.3 Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

4.4 Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

4.5 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

4.6 Bidder or members of a partnership, joint venture or consortium shall submit a copy of **PAN card** under the Income Tax Act and **GST registration**.

4.7 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

4.8 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman, or any intermediary has been, or will be, engaged to

provide any services.

4.9 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

5. ONE BID PER BIDDER: -

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium submits in more than one bid, the bids are liable to be rejected.

6. COST OF BID: -

The bidder shall bear all costs associated with the preparation and submission of their bid and the NABARD Karnataka RO, Bengaluru will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

7. VISIT TO PREMISES AT RO AND STAFF QUARTERS:-

The bidder is advised to visit and acquaint himself with the site and Site requirement for providing security services operational system. The costs of visit shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the office premises of NABARD Karnataka RO Bengaluru and staff quarters at different and is aware of the operational conditions prior to the submission of the tender documents.

8. TENDER DOCUMENTS: -

The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions of contract.
- (c) Tender form for providing security services (Annexure-I)
- (d) Scope of Work (Annexure-II)
- (e) Pre-Contract Integrity Pact (Annexure-III)
- (f) Evaluation criteria for Technical and Financial Points (Annexure-IV A & B)
- (g) Pre-qualification (Annexure-V)
- (h) Client's Report (Annexure-VI)
- (i) Undertaking (Annexure-VII)
- (j) Form of Agreement (Annexure-VIII)
- (k) Format for undertaking to be submitted regarding payment of wages as per rules and laws in force (Annexure IX)
- (l) Price Bid for Security Services

9. Duration of Contract: -.

The contract shall be valid initially for 21 January 2025 to 20 January 2027 (**Twenty Four (24) months)** subject to review yearly. Bank reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, **but not beyond further two years**. However, if for any reason the contract is terminated by any of the parties, the contractor shall

provide his services till the bank makes another or alternate arrangement.

10. EARNEST MONEY DEPOSIT: -

The contractor shall deposit Earnest Money Deposit (EMD) for an amount of **Rs. 3,00,000/- (Rupees Three Lakh only)** in electronic form only by NEFT in the account details given below.

Particulars	Account Details	
NAME OF THE ACCOUNT	NATIONAL BANK FOR	
	AGRICULTURE AND RURAL	
	DEVELOPMENT	
BANK ACCOUNT NUMBER (VAN)	NABADMNo3	
NAME OF THE BANK	NABARD	
NAME OF THE BRANCH	HEAD OFFICE, MUMBAI	
IFSC	NBRD0000002	

11. Security Deposit (SD): - The contractor has to submit Security Deposit @ 2% of the quoted amount of AMC for one year within 30 days from the date of issue of work order by NABARD. The EMD of successful contractor shall be adjusted within the security deposit and the remaining amount to be furnished. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilization advance will be given to contractor. The Security Deposit shall be refunded to the contractor on completion of AMC period and completion of all contractual obligations.

12. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

13. Rates quoted should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.

14. SUBMISSION OF BIDS: -

The Technical Bid part- I and price bid -II both will be submitted by bidder to NABARD Karnataka RO,Bengaluru. The technical bid should consist of the following documents: -

a) UTR no for deposit of Earnest Money Deposit for an amount of Rs. 3,00,000/-

b) Self-attested copy of GST Registration Number certificate.

c) Self-attested copy of Valid Registration No. of the Agency/Firm certificate

d) Self-attested copy of valid Employees Provident Fund Registration Number certificate.

- e) Self-attested copy of valid ESI Registration Number certificate.
- f) Self-attested copy of valid License and Number under Contract Labour Act and Under any other Acts/Rules.
- g) Self- attested copy of valid PSARA license for Karnataka state.
- (h) Proof of experience
- (i) Duly filled and signed Annexures-I, III, IV B, V, VI, VII, and X.

12 BID OPENING AND EVALUATION: -

- a) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- b) Conditional bids will also be summarily rejected.
- c) Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV A & B of the Tender document.
- d) Financial bids of only the technically qualified bidders will be opened for evaluation.

13. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

a) The NABARD Karnataka RO, Bengaluru is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

b) The NABARD may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Govt departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

The NABARD Karnataka RO, Bengaluru may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

14. AWARD OF CONTRACT:-

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

- i.The NABARD Karnataka RO, Bengaluru will communicate to the successful bidder that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the NABARD Karnataka RO, Bengaluru will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- ii.The successful bidder will be required to execute an agreement in the form specified in Annexure-VIII within a period of 30 days from the date of issue of Work Order.
- iii.Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

15. PAYMENT

The contractor shall be required to raise bill for monthly payments of security guards **on the name of CGM KARNATAKA RO, NABARD.** Based on the attendance sheets of the contractor duly verified by the Caretaker of the Bank Colonies, attested by the officer nominated by the bank will be paid. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

(a) Contractor shall pay their entitled wages on the 05 of the every month. It shall not be linked to the payment of the bill.

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

(c) While submitting the bill for the next month, the services provider must file a certificate certifying the following: -

(i) Wages of employees were paid as per minimum wages norm applicable has been credited to their bank accounts on (date)

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

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

(iv) The service provider is complying with all statutory Labour Laws including Minimum Wage Act.

(d) The contractor shall compulsorily issue a salary slip to every security guard in the format provided below (an indicative format):-

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

NET PAYABLE (Rs.)	

16. OBLIGATION OF THE CONTRACTOR:

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

17. JURISIDICTION OF COURT

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

18. TERMINATION OF CONTRACT

Contract can be terminated from the either side by given tender termination notice from Bank side notice period will be 01 month and from contractor side notice period will be of 03 months.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Workmen Compensation Act 1923 Act, etc.

2.	Contractor shall provide Security Guards with Relievers as per the
foll	owing requirements:

Location	No. of	Remarks
	guards	
	post	
NABARD, Regional Office	14	04 Guards per shift for 3 shifts on all
Karnataka,		days.
46 K G Road,		01 Lady Guard in General shift.
Bengaluru -09		01, Security Supervisor in General shift.
NABARD Officers' Quarters	12	04 Guards per shifts for 3 shifts on all
Nandini layout,		days.
Near Nandini layout police		
station, Bengaluru-96.		
NABARD Staff Quarters	01	01 guards only night shift on all days.
2 nd main BTM Layout, near Micro		
Layout. Bengaluru -23		
NABARD Officers' Quarters	02	01 guards per shift for 2 shifts on all
Raheja Park , Magadi Road		days. (Only for shift 1 & 2)
Bengaluru -79		
Total guards	29	

Timings of the shift are changeable and shall be fixed by the NABARD Karnataka RO, Bengaluru from time to time depending upon the requirements.

3. Police verification of deployed security guards at NABARD premises need to be done by bidder and to be submitted to the NABARD Karnataka RO, Bengaluru.

4. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NABARD Karnataka RO, Bengaluru on monthly basis. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (Annexure XII), duly countersigned by the concerned official of the NABARD Karnataka RO, Bengaluru, regarding payment of wages as per rules and laws in force.

5. All liabilities arising out of accident or death while on duty of the security personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NABARD Karnataka RO, Bengaluru against all liabilities arising out of any such accidents or deaths.

6. Company has to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties.

7. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NABARD Karnataka RO, Bengaluru. Contractor and its staff shall take proper and reasonable precautions to preserve the bank property from loss, destruction, waste or misuse.

8. The contractor will provide the training related to firefighting and security to deployed guards on regular basis on their own expenses.

9. That in the event of any loss occasioned to the NABARD Karnataka RO, Bengaluru as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NABARD Karnataka RO Bengaluru, the said loss can be claimed from the contractor up to the value of the loss. The decision of The Chief General Manager NABARD Karnataka RO Bengaluru will be final and binding on the agency.

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

11. The contractor shall be responsible to safeguard all property and equipment of the NABARD Karnataka RO, Bengaluru entrusted to it.

12. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/ Attendants and should project an image of utmost discipline. The NABARD Karnataka RO, Bengaluru shall have right to have any person moved in case of staff complaints or as decided by representative of the NABARD Karnataka RO, Bengaluru if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

13. The personnel will have to report to the NABARD Karnataka RO, Bengaluru for duty at least 15 minutes in advance of the commencement of the shift for collecting necessary documents / instructions, and to complete all other required formalities as approved by the NABARD Karnataka RO, Bengaluru.

14. The payment would be made at the end of every month based on the actual shift manned by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NABARD Karnataka RO, Bengaluru and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NABARD Karnataka RO, Bengaluru.

15. Contractor /successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD, shall be deployed for duties under any circumstances.

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

17. 'WORK ORDER' means the letter issued by the NABARD Karnataka RO, Bengaluru to the contractor communicating the date on which the services under the contract are to be commenced.

18. If any money, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, statutory laws or Regulations, be directed to be paid by the NABARD Karnataka RO, Bengaluru such money shall be deemed to be payable by the contractor to the NABARD Karnataka RO, Bengaluru

within seven days. The NABARD Karnataka RO, Bengaluru shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

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

20. The contractor shall indemnify and hold the NABARD Karnataka RO, Bengaluru harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the services under the contract provided by the contractor.

21. The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 25 and 55 yrs. <u>NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor.</u>

22. Contractor to ensure the security staff deployed other than ex-servicemen shall be minimum 12th pass and trained for providing security and firefighting services.

23. The contractor shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed for duty.

24. Security staff engaged by the contractor shall not take part in any staff union and association activities.

25. The contractor shall ensure that security staff wear uniform and have torches and cells, lathis / sticks, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

26. The NABARD Karnataka RO, Bengaluru will not provide residential accommodation to any of the employee of the contractor.

27. The NABARD Karnataka RO, Bengaluru shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. **This contract does not create any employee employer relationship with any of the workers of the contractor.**

28. If any overpayment or underpayment is detected in respect of any work done by the agency, it shall be accordingly recovered or paid by the NABARD Karnataka RO, Bengaluru from/to the agency.

29. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the NABARD Karnataka RO, Bengaluru etc.

30. The contractor preferably should have local office in Bengaluru.

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

ANNEXURE-I

NABARD Karnataka RO, Bengaluru

TENDER FORM FOR PROVIDING SECURITY SERVICES

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

1.Names, address of firm/Agency	
2.Telephone numbers.	
3. Registration No. of the Firm/	
Agency.	
4. Name, Designation, Address	
and Telephone No. of Authorized person of Firm/	
5. Agency to deal with.	
6. Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should Specified.	
6A. Copy of PAN card and copy of previous Financial Year's	Income Tax Return.

6B. Copy of GST Registration Certificate.

7. Employees Provident Fund Account No. _____

8. ESI Number

9. License number under _____ Contract Labour (R&A) Act.

10. Details of Bid Security deposited:

Amount (In Rs.)

- 11. Any other information:
- 12. Declaration by the bidder:

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

:

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

NABARD Karnataka RO, Bengaluru

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall have to provide the security services in the NABARD RO Bengaluru, and staff quarter NABARD at different location. The estimated cost of AMC for one year is approx. Rs. 150.00 Lakhs.

The contractor shall ensure protection of the personnel & property of the NABARD Bengaluru RO and NABARD quarters at different location in Bengaluru, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the office premises of NABARD Karnataka RO, Bengaluru and NABARD staff Qtrs at different locations.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

- 1. Security agency will be responsible for entry of outsiders in office building as well as residential colonies:
 - (a) Entry of outsiders in office building will be allowed only after recording details of outsider in the visitor record register.
 - (b) Entry of outsiders in residential colonies will be allowed on recording the details of outsider in the visitor register and after proper interrogation by the security personnel.
- 2. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for inout movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- 3. The officers and staff of the NABARD Karnataka RO, Bengaluru will keep the Identity cards with them for checking and allowing entry by the security personnel in the office building.

- 4. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
- 5. Security personnel shall also ensure door keeping duties.
- 6. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the NABARD Karnataka RO, Bengaluru and NABARD staff qtrs. at different locations.
- 7. Entry of the street-dogs and stray cattle into the office premises as well as residential colonies is to be prevented.
- 8. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- 9. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the NABARD Karnataka RO, Bengaluru. Guards/Supervisors should be sensitized for their role in such situations.
- 10. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.
- 11. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 12 Any other provisions as advised by the NABARD Karnataka RO, Bengaluru may be incorporated in the agreement. The same shall also be binding on the contractor.

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 principal intends to award, under laid down organizational procedures, contract/s for...... The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness

/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for serf or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

1. Dr. Sanjay Kumar Panda, IAS (Retd), Sidheswar Sahi, Cuttack City, Cuttack District, Odisha – 753008, Email : sanjaypandaias@gmail.com

2. Shri Jagdeep Kumar Ghai, P&TA, FS (Retd), Flat 1032, A Wing, Vanashree Society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai – 400706. Email : jkghai@gmail.com

(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 him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on `Non-disclosure of Confidential Information and of `Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 - Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (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.
- 1. (For & On behalf of the principal) (Office Seal)

(For & on behalf of the bidder/Contractor)

Place _____

Date _____

Witness 1: (Name & Address)

Witness 2: (Name & Address)

EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS

Scoring of marks will be based on Annual Turnover, Manpower on roll, experience of running security services, volume of work performed in preceding years, trained Staff on roll, infrastructure of training, QRT for emergency and other prescribed in the Terms and Conditions of the contract.

The firm/agency which has secured minimum Seventy out of hundred marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation as per the attached sheet with this annexure.

ANNEXURE-IV B

Evaluation Parameters and Weightage Mark

It is **MANDATORY** that all Agencies should have valid Registration for Tax (PAN, TAN), GSTN, ESI, EPF, Shop & Establishments Act., Private Security Regulation Act. (PSARA) 2005/09, Labour License, etc. –**Copies of the same should be attached.**

Sr. No.	Evaluation Parameter	Weightag e	Self- Rating mark
1.	Average Turn Over in last 3 years		
a.	₹ 2.00 crores and above	10	
b.	Above ₹ 1.5 crores but less than ₹ 2.00 crores	7	
c.	Less than ₹ 1.5 crores	5	
2.	Average Net Profit in last 3 years		
a	₹ 50.00 lakhs and above	10	
b	Above ₹ 10.00 lakhs but less than ₹ 50.00 lakhs	7	
с	Less than ₹ 10.00 lakhs	5	
3.	Number of years in security services business		
a	10 years and above	10	
b	More than 5 years but less than 10 years	7	
с	5 years (as on 31.03.2020)	5	
4.	Empaneled/Services rendered with Banks, Govt. Org. (central/State) – attach work orders/client reports(as per Annexure IV of the tender document)		
a	10 years and above	10	
b	More than 5 years but less than 10 years	5	
5	Quality Related Certificates		
а	ISO (5-10 Years)	10	
b	ISO (0-5 Years)	7	
с	Any other quality related certification	5	

6.	Number of security Personnel on the roll of the agency in ESI/EPF		
a	2000 or above	10	
b	More than 1500 but less than 2000.	7	
с	Less than 1500	5	
7.	Whether the agency a Private Limited Company		
а	Yes	10	
b	No	5	
8	Whether DGR empanelled agency		
а	Yes	10	
b	No	0	
9.	24*7 control center with availability of Quick Reaction Team (QRT) Services/team for quick deployment		
a.	Yes	10	
b.	No	0	
10.	Separate self-owned Training (NOT combined with the Corporate or other offices) center should have trained/certified instructors for training the guards ,with constructed area of not less than 1000 sq. ft.		
a.	Yes	10	
b	No	0	
	TOTAL	100	

Authenticated proof along with documents, for all the above parameters duly stamped & signed mat be attached

NOTE: Bidders scoring 70 **marks & above** may only be considered for prequalification. Criteria mentioned above are minimum requirements. The Bank at its discretion may upgrade/lower the criteria. No complaint on this account will be entertained.

Signature of the Bidder:

Name and Address of the Bidder:

Telephone No.:

ANNEXURE-V

MINIMUM PRE-QUALIFICATION CRITERIA

Sr. No.	Requirements	Specify particular
1.	Should have been in the relevant business for the last 7 years	
2.	Should have an average annual turnover of Rs.45.00 lakhs from the provision of providing security services (security guard and security supervisor) during the last 3 financial years	
3.	Should have PAN No. and latest Income Tax Return	
4.	Should submit Audited Balance Sheets and Profit & Loss Accounts of the last three years.	
5.	Should have credible Supervisory Infrastructure	
6.	Should possess valid license issued under Private Security Agencies Regulation Act, 2005 (PSARA) valid for the State of Karnataka (Renewal/under process will not be eligible)	
7.	Complete Profile along with the profile of Director(s)/ particulars of proprietor/ partners	
8.	Give Details of Annual Contracts during last 07 years	
	a) Three similar completed contracts each costing not less than the amount equal to 40% of the estimated cost of AMC for one year i.e., for 60.00 lakhs each or	
	 b) Two similar completed contracts each costing not less than the amount equal to 50% of the estimated cost i.e., for 75.00 lakhs each or 	
	c) One similar contract costing not less than the amount equal to 80% of the estimated cost i.e. for 120.00 lakh.	

9.	Should have their own Establishment/Set up/ Mechanism for training of guards	
10.	Should have latest Certificate from Employees State Insurance Corporation (ESI),	
11.	Should have the latest Certificate under Employee Provident Fund & Miscellaneous Provisions Act Submit Valid License	
12.	Should have been registered with appropriate authority for GST	
13.	Should comply with all requirements of Contract Labour Act. (Central)	
14.	Should have experience of working with Public Sector Units, MNCs or other reputed firms	
15.	Should have all the legal/statutory approvals necessary to do the relevant business in Bengaluru.	
16.	The Agency should mandatorily have an office (Registered/ corporate/ branch/ regional/ Zonal) at Bengaluru. Documentary proof to be submitted	
17	Should have a Separate (owned) Training Centre, NOT combined with the Corporate or other offices, with constructed area of not less than 1000 sq. ft. The Training center should have trained/certified instructors for training the guards. They should have specific training and certification program for a minimum of 02 weeks before deployment and at regular intervals thereafter.	
18	The bidder should have 24*7 control center with availability of Quick Reaction Team (QRT) Services/team for quick deployment if required.	
19.	Annual turnover of last three financial year duly certified by a Statutory Auditor	
20.	Should have constituted an "Internal Complaints Committee" as stipulated under the Sexual Harassment of Women at workplace (Prevention, prohibition and Redressal) Act, 2013	
21.	There shall not be any case pending with the police or in a court of law against the bidder or any of its guards deployed in any govt organization.	
22.	The bidder should submit an undertaking that it has not been blacklisted by any authority/entity in India or abroad.	

Signature:

Name and Seal:

Date:

Client's Report

(On Client's Letter Head) Performance details of the bidder:

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

Signature of the Reporting

Officer (Office Seal)

Place:

Date:

(ON THE LETTER HEAD OF THE SECURITY AGENCY)

UNDERTAKING

,

То

The Chief General Manager NABARD Karnataka RO Bengaluru

Name of the firm/Agency_____

Name of the tender_____Due date: _____

Sir,

- 1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 3. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1976 and other statutory provisions like Provident Fund Act, ESI Bonus, thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 4. I/We do hereby undertake that complete security of the NABARD Karnataka, RO Bengaluru and NABARD staff quarters at different location, shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs._____Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

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

ANNEXURE-VIII

NABARD Karnataka RO Bengaluru, FORM OF AGREEMENT

THIS AGREEMENT is made on the dav Between National Bank for Agriculture and Rural (Month) (Year) Development (NABARD) through The Chief General Manager NABARD Karnataka RO, Bengaluru (hereinafter called "the Bank" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND (Name and through Shri _, authorized of the contractor) address representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the NABARD Karnataka RO, Bengaluru for providing safety, monitoring and surveillance of their premises at NABARD Quarters at different locations in Bengaluru.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:

- a. Letter of acceptance of award of contract.
- b. Terms and Conditions.
- c. Notice inviting Tender and the terms and conditions contained in the Tender.
- d. Bill of Quantities.
- e. Scope of work.
- f. Addendums, if any; and
- g. Any other documents forming part of the contract.

3. In consideration of the payments to be made by the NABARD Karnataka RO, Bengaluru to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NABARD Karnataka RO, Bengaluru to execute and the Security services w.e.f as per the provisions of this Agreement and the tender document.

4. The NABARD Karnataka RO, Bengaluru hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document,

the contract	price	of	Rs.	_
(Rupees	in	wore	ds)	

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

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

(Signature of the Bidder)	Signature of Authorized Signatory
Name and Address of the Bidder.	of NABARD,Karnataka RO
Telephone No.	Bengaluru
	Signature of Authorized Signatory of Confirming Party
(Signature of Witness 1) Name of	(Signature of Witness 1) Name of
Witness Address of Witness	Witness Address of Witness
(Signature of Witness 2) Name of	(Signature of Witness 2) Name of
Witness Address of Witness	Witness Address of Witness

ANNEXURE-IX

UNDERTAKING

This is to certify that M/s_____(Name of the agency with address) has paid the contract labour employed for services of NABARD for the month of__(Month with Year) as per statutory requirement and rules and laws in force related to payment of EPF, ESI, Bonus and provided weekly off.

Signature:	Name:	Date:
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