

M/s.

(For empanelled agencies only)

Dear Sir,

Notice Inviting Tender – Annual Maintenance Contract for Security Services at Bank’s Regional Office Building at Plot no.42, I T Park, Sahastradhara Road, Dehradun for the period 01.04.2019 to 31.03.2020:

1. NABARD invites tenders for the Security Services at its Regional Office Building in Dehradun. The contract is renewable (One year at each time) for 2020-21 and 2021-22 subject to satisfactory performance of the contractor and other mutually agreed terms and conditions of the contract.
2. We invite you to submit tender for the captioned works. You will be required to enclose EMD in the form of Demand Draft / Pay Order drawn on any Nationalised / Scheduled Bank payable at Dehradun in favour of “NABARD”. The EMD amount of Rs.60000/- shall be deposited through Demand Draft. Tenders without EMD will be rejected.
3. The Tenderer has to quote for each and every items in the BOQ failing which the tender will be treated as incomplete.
5. Tenderers are advised to visit the office building as stated above, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates. Sealed tender in the prescribed tender document should be addressed to, "**The Chief General Manager, NABARD, Uttarakhand Regional Office, Plot no.42, IT Park, Sahastradhara Road, Dehradun**".
6. The Tender alongwith EMD may be submitted in sealed envelope superscribed "**Annual Maintenance Contract for Security Services at NABARD Uttarakhand RO Building for the period 01.04.2019 to 31.03.2020**".
7. The envelope containing the tender/s complete in all respects, duly signed by the tenderer and sealed as necessary, should be dropped in the tender box available on the Ground Floor, of Regional Office premises at Plot no.42, IT Park, Sahastradhara Road, Dehradun latest by **14.00 Hours on 27 February 2019** or may be given to Premises Section in DPSP.
8. Late tenders will not be accepted under any circumstances.
9. The Bids will be opened on **27 February 2019 at 16.00 hrs** at the above address in the presence of the tenderers or their authorized representatives who choose to be present. The decision of the Bank in this regard shall be final. In the event of intending tenderer’s failure to satisfy the Bank, the Bank reserves the right to reject the tender.
10. If the last date of receipt of opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
11. The tender will be rejected if any TENDERERs proposes any deviation from the prescribed requirement. NABARD reserves its right to accept or reject any tender, either in whole or in part, without assigning any reasons for doing so. NABARD does not bind itself to accept the lowest or any tender at all. Tenderer shall have to furnish Rate Analysis for the scrutiny of rates by NABARD, if required.

11(i). Tenders which do not fulfill all or any of NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own special conditions are liable to be rejected.

11(ii) The successful TENDERERS shall execute an agreement with NABARD at his cost on non-judicial stamp paper at prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which TENDERERS EMD may stand forfeited.

12. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the "Chief General Manager, NABARD, Uttarakhand Regional Office" who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers, which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before five working days prior to the date of submission of the tender.

13. Tenderers are advised to ensure strict observance of commercial aspect of the tender and note the following points:

The Contract period will be from 01 April 2019 to 31 March 2020. The same may be renewed for two more years (one year at each time) if services are found satisfactory as per mutual agreed terms and conditions. The renewal shall be on the sole discretion of NABARD.

I. Validity of offer will be for 90 days from the date of opening of price bids.

II. The EMD of successful tenderer shall be retained by NABARD towards Security Deposit (SD). **The quantum of security deposit shall be restricted to Rs.60,000 (Rupees Sixty thousand only).** Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

You may visit the site and to seek required clarifications, if any, you may also contact NABARD, DPSP (Premises Section).

14. This Notice Inviting Tender (NIT) shall also form part of the tender document.

15. A pre-bid meeting has been arranged on **15 February 2019** at 15.00 Hrs in Fifth Floor, DPSP, NABARD, Plot no.42, I T Park, Sahastradhara Road, Dehradun-248013. You may attend the meeting after understanding the scope of work and visiting the sites to seek required clarification, if any.

भवदीय/ Yours faithfully

(K S Kumaraswamy)
Deputy General Manager

Encl: Tender Document

Tender
For
Annual Service Contract
For providing Security Services at
NABARD, Regional Office Building
for the period from 01 April 2019 to 31 March 2020



Department of Premises, Security and Procurement,
NABARD Regional Office,
Plot no.42, I T Park, Sahastradhara Road, Dehradun- 248013
dpsp.dehradun@nabard.org

Date of pre-bid meeting	15 February 2019 (15.00 hrs)
Due date for submission of tender	27 February 2019 (14.00 hrs)
Date and time of opening bids	27 February (16.00 hrs)
Earnest Money Deposit	Rs. 60,000/-

Sign and seal of tenderer

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Sign and seal of tenderer

Pre Contract Integrity Pact

(to be executed on non judicial stamp paper of Rs. 100)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD) having its Uttarakh and Regional Office in I T Park, Dehradun, represented by Shri _____ (hereinafter called the "BANK", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called "Tenderer" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to getting executed the work of Annual Service Contract for providing Security Services at NABARD, Uttarakhand Regional Office Building, Plot no.42, I T Park, Sahastradhara Road, Dehradun- 248013 for the period from 01 April 2019 to 31 March 2020 and the TENDERER is willing to offer/ has offered the work and

WHEREAS THE TENDERER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BANK is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BANK to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BANK will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BANK

1.1 The BANK undertakes that no official of the BANK, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the TENDERERS, either for themselves or for any person, organization or

third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BANK will, during the pre-contract stage, treat all TENDERERs alike and will provide to all TENDERERs the same information and will not provide any such information to any particular TENDERERs which could afford an advantage to that particular TENDERERs in comparison to other TENDERERs

1.3 All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the TENDERERs to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

Commitments of TENDERERs

3 The TENDERERs commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The TENDERERs will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The TENDERERs further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BANK.

3.3 TENDERERs shall disclose the name and address of agents and representatives and Indian TENDERERs shall disclose their foreign principles or associates.

3.4 TENDERERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5 The TENDERER further confirms and declares to the BANK that the TENDERERs is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BANK or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The TENDERERs, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BANK as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The TENDERERs commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The TENDERERs shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the TENDERERs or any employee of the TENDERERs or any person acting on behalf of the TENDERERs either directly or indirectly is a relative of any of the officers of the BANK, or alternatively if any relative of an officer of the BANK has financial interest/ stake in the TENDERERs firm, the same shall be disclosed by the TENDERERs at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 The TENDERERs shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

4. Previous Transgression

4.1 The TENDERERs declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify TENDERERs exclusion from the tender process.

4.2 The TENDERERs agrees that if it makes incorrect statement on this subject, TENDERERs can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the TENDERERs shall deposit an amount Rs.60,000 (Rupees sixty thousand only) as Earnest Money/ Security Deposit, with the BANK through Bank Draft or a Pay Order in favour of NABARD

5.2 The Earnest Money/ Security Deposit shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERERs and the BANK, including warranty period, whichever is later.

5.3 In case of the successful TENDERERS a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BANK to the TENDERERS on Earnest Money/ Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the TENDERERS or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERERS) shall entitle the

BANK to take all or any one of the following actions, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERERS. However, the proceedings with the other TENDERERS (s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BANK and the BANK shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the TENDERERS.

iv. To recover all sums already paid by the BANK, and in case of an Indian TENDERERS with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BANK from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERERS from the BANK in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the Employer, along with interest.

vi. To cancel all or any other contracts with TENDERERS. The TENDERERS shall be liable to pay compensation for any loss or damage to the BANK resulting from such cancellation/ rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the TENDERERS.

vii. To debar the TENDERERS from participating in future bidding processes of NABARD for a minimum period of five years, which may be further extended at the discretion of the BANK.

viii. To recover all sums paid in violation of this Pact by TENDERERS (S) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BANK will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERERS or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERERS), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BANK to the effect that a breach of the provisions of the Pact has been committed by the TENDERERS shall be final and conclusive on the TENDERERS. However, the TENDERERS can approach the independent monitors approved for the purpose of this pact.

7. Fall Clause

7.1 The Tenderer undertakes that it has not supplied/ not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/ systems or sub systems was supplied by the TENDERER to any other Ministry/ Department of the government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDRER to the BANK, if the contract has already been concluded.

8. Independent Monitors

8.1 The BANK has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.

8.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BANK including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

8.7 The BANK 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BANK within 8 to 10 weeks from the date of reference or intimation to him by the BANK / TENDERER and should the occasion arise submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERERS and the TENDERERS shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BANK.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing for 01 (one) year or the complete execution of the contract to the satisfaction of both the BANK and the TENDERERS, including warranty period, whichever is later. In case TENDERERS is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12 The parties hereby sign this Integrity Pact at _____ on _____.

BANK

TENDERER

Name of the Officer
Designation
NABARD

Chief Executive Officer

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Details of Key Administrative Personnel:

SN	Name	Designation	Qualification	Professional Experience	No. of years associated with the firm

1. Details of tools, equipment with the tenderer keeping in view the scope of works in the tender.

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Letter of Undertaking from the Contractor

The Chief General Manager
National Bank for Agriculture and Rural Development
Uttarakhand Regional Office
Plot no. 42, IT Park,
Sahstradhara Road
Dehradun - 248013

Dear Sir,

Annual Service Contract for providing Security Services at NABARD, Uttarakhand Regional Office Building for the period from 01 April 2019 to 31 March 2020.

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We agree to deposit interest-free EMD along with tender's technical bid by Demand Draft / Pay Order payable at Dehradun in favour of NABARD.
5. I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us.
6. I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.
7. The rates quoted by me/us, excepting for the items where payment is for supply of skilled/semi-skilled/unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items in respect of skilled / semiskilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State / Central Govt. from time to time.
8. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

9. Should this Tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the Contract Document.

Name of the person authorized to sign and submit the tender:

(I) _____
(II) _____

(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).

Yours faithfully

(Name and signature of the tenderer)

Place:

Date:

National Bank for Agriculture and Rural Development

General Terms and Conditions

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted 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.
3. Rates 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.**
4. **Monthly/ Quarterly/ Periodical** payments will be made in the case of security services provided based on the bills submitted by the Contractor and certified by the concerned ACT/Security Officer/Bank's Officer to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.
5. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
6. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
7. All works, complaints / instructions given by the respective authorities covered under the Annual Service Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.
8. The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience in their trade.
9. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy)** for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. **The CAR policies are required to be at least for 1.25 times of the contract value.**
10. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or

death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

11. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the relevant **Minimum Wages Act (Central / State whichever is higher)**, on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.
12. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, exgratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
13. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

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

The following requisites are to be fulfilled by the contractor:

- Time schedule of works
- Presence of required number of the persons at the site as per contract
- Maintain desired quality of the work as per specification

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

14. **Annexure I:-** The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure I.
15. **Annexure II:-** (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – I ; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.
16. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD.

The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

17. The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the Appropriate Authorities. NABARD shall not be responsible for any penalty on failure on the part of contractor to comply with any Labour Regulations. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Central or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.
18. **The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at Bank's premises and pay slips for respective payments are duly issued regularly. NABARD will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill.** In extraordinary case of wages being disbursed in cash, the same may be done in the presence of authorized representative of NABARD as required as under relevant law.
19. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.
20. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
21. The Contractor or his authorised representative should visit the site as per requirement and meet NABARD's Security Officer/bank's Officer with prior appointment for any clarifications and to receive instructions, etc. at the site.
22. The Contractor's workmen should report to ACT/ Site supervisor as per timings mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the CT/ACT on duty the time when contractor's worker arrives & signs at site. The same shall also be signed by Security Officer & the same or copy shall be presented along with the Contractor's monthly bill.
23. The workers / staff employed should wear colour code uniforms displaying contractor firm's name. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behaviour / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.
24. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be

viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

25. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NABARD or any person authorized by NABARD, on demand. Further, the contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
- (a) "Any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any modification thereof. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award made in pursuance thereof shall be binding on the parties."
 - (b) The venue of the arbitration shall be at Dehradun.
 - (c) The language of arbitration shall be English.
 - (d) Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
26. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
27. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.
28. The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.
29. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

30. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's Office premises.
31. The engaged staff shall also undertake other specific work related with/without security services and other works during working hours as per instruction of ACT/P&SO, if required.
32. **Termination of agreement:** "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if
 - (a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
 - (b) the contractor commits a breach of any terms and conditions of this agreement and/or
 - (c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
 - (d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - (e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
33. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
34. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.
35. The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
36. The contractor shall bear all the expenses incurred on the following items i.e. Provision of uniforms (including name badges, belt and shoes), torches and cells, lathis, etc. and other such gadgets to driver staff, security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
37. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect. Bank will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty. Violation in this regard is liable to be penalized.

38. The contractor shall ensure that Security staff engaged by the contractor do not take part in any staff union and association activities.
39. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the premises for which security will be provided.
40. The contractor shall have his own Establishment and Mechanism to provide periodic training of guards deployed, to ensure correct and satisfactory performance of their duties and responsibilities under the contract. A record of such training should be maintained in a register and available for inspection at all times. The training officer to meet the P&SO in charge once in a fortnight and debrief on the training imparted.
41. That in the event of any loss occurred to the Bank, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Bank, such loss will be made good from the amount payable to the tenderer. The decision of the Bank in this regard will be final and binding on the agency.
42. The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.
43. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
44. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.
45. It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work of liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.
46. **Validity of Offer** : 90 days from the date of opening of the price bid.
47. The successful TENDERERS shall execute an agreement with NABARD at his cost on non- judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which TENDERERS EMD may stand forfeited.
48. The agency will quote the rates per shift of eight hours per person per day. In case of revision in wage structure of Guards (if any) by the Central Government / State Government (Whichever is higher), the incremental wages as applicable, will be payable on being claimed by the TENDERERS. The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the Bank.
49. The antecedents of security staff deployed shall be verified by the TENDERERS from local police authorities and an undertaking in this regard is to be submitted to the Bank.
50. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall

remain available round the clock for inspection by the authorized representatives of the Bank.

51. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
52. Adequate supervision will be provided to ensure correct & effective performance of the security services and in accordance with the assignment instructions agreed upon between the two parties. The security personnel shall ensure that there are no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. For any visitor/guest coming to the bank, the Security Guard will first check with the concerned officer and then only allow the visitor inside. All the material moving inside or outside of the bank premises must be accompanied by a gate pass or a letter from the officer, which may be filed for official purpose. No charity/sales etc. person or activity should be allowed inside the premises without written permission of P&SO/ACT. A separate ingress/egress register to be maintained to note the details of all contract workers entering and exiting the premises.
53. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, by the authorized representatives of the Bank may issue from time to time and which have been mutually agreed upon between the two parties.
54. The Bank shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Bank.
55. The contractor shall be responsible to protect all properties and equipment of the Bank entrusted to it.
56. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards.
57. **The personnel engaged should be of robust physique and project an image of utmost discipline. 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.**
58. The agency will ensure weekly rotation and weekly off to all the guards. **Authorised Manager must organize surprise visits, at least 3 visits during day and 2 during nights (between 12 am and 04 am) every week,** to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.
59. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Protocol and Security Officer, NABARD Uttarakhand Regional Office. They shall specify the services of guards to be obtained in each shift.
60. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the office premises, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).

61. The Bank shall not be responsible for providing residential accommodation to any of the employee of the contractor.
62. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.
63. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit/EMD of the Agency shall stand forfeited.
64. 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.
65. The contractor shall provide a complete and updated list of its employees who are deployed within the Banks premises.
66. **Requirement of Secrecy** - The Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Agency during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Agency and the Bank shall be entitled to claim damages and pursue legal remedies. The Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Agency's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
67. Ensure that all persons employed by it, for the purposes for rendering the services required by the Bank, are insured with authorized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The Agency shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.
68. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

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

Signature of the Tenderer :

Name and Seal :

Place :

Date :

Address :

Annual Service Contract for providing Security Services at NABARD, Uttarakhand Regional Office Building for the period from 01 April 2019 to 31 March 2020.

INSTRUCTIONS for filling the tender

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in post or non-receipt of Quotations / Tender Documents.
3. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly super scribed with name of work should be submitted in the Office of the Chief General Manager, National Bank for Agriculture and Rural Development, Uttarakhand Regional Office, Plot no.42, I T Park, Sahastradhara Road, Dehradun-248013 The last date of receipt of Tender is on or before 14.00 hours on 27 February 2019 and Bids will be opened at 16.00 hours on 27 February 2019. Revision in date and time, if any, would be conveyed.
4. Bids submitted by unauthorised agents and FAX / Telegraphic bids, email etc shall not be entertained / considered.
5. Rates should include all items pertaining to the security services as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.
6. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the TENDERERS / Tenderer.
7. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.
8. If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.
9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviatonal Tenders may be rejected without making any reference to the Tenderers.
10. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - a) When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.

b) When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c) When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

11. No advance shall be paid towards mobilisation and cost of materials.

12. (a) NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage on account of injury to person or property, resulting from any such accidents with necessary Insurance cover.

(b) NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/or his employees or workmen. The insurance policy may be obtained in the joint name of NABARD (to be appeared first) and the contractors respectively for the insured amount to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited in NABARD. In case, no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.

c) Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.

13. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force. The contractor undertakes from the date of allotment of tender, at all times and from time to time to remain solely responsible to defend NABARD and to hold and keep NABARD and its officers harmless and indemnified against all actions, costs, expenses, damages, claims, suits or demands, or any loss or liabilities of whatsoever nature arising directly or indirectly and also for and against all or any action whether by way of labour or legal proceedings or otherwise which may be brought against the NABARD by any of the person employed by contractor or any other authority, arising out of execution of the contract including claims for all damages, costs, charges, expenses which NABARD may incur in respect thereof.

14. The Contractor shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff.

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

15. The decision of NABARD in awarding the work shall be final.
16. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
17. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

Place :
(Signature of the Tenderer)
Date
Address : Name and Seal :

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the- clock security services in the NABARD Office.

The agency shall ensure protection of the staff & property of the Bank, prevent trespass 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 antisocial elements, unauthorized persons and vehicle inside the premises.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the Office Premises covered in the contract.
2. Security Agency will ensure that all instructions of the Bank are strictly followed and there is no lapse of any kind.
3. 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 Bank for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Bank from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Bank.
6. Security personnel shall also ensure door keeping duties.
7. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.
8. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
9. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
11. 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.

12. In emergent situations, security staff/supervisor deployed shall also participate and they should be sensitized for their role in such situations.
13. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and elderly visitors.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.
16. The security guard on duty shall be responsible for switching on and off the common area lights in the mornings and evenings.
17. They shall familiarise themselves with the rescue operations of people struck in the lifts in case of emergency.
18. Visitors register will be maintained by the guards at the main entrance to office.

SPECIAL CONDITIONS OF THE CONTRACT

1. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the / TENDERERS should be able to demonstrate the capability of the tenderer/ TENDERERS to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from TENDERERS, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."
2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
3. Penalty clause: In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below.
4. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.
5. Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.
6. In case of emergency work, no extra payment for working in odd hour will be made.
7. NABARD reserves the right to change scope of work or the number of labours during the contract period.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the security services in the entire Office premises (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place

(Signature of the Tenderer)

Date

Address

Name and Seal:

SAFETY CODE

The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilised dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.

A penalty of Rs. 1,000 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000 shall be levied if violation is repeated.

Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

Declaration by the Contractor

We / I have read and understood the Safety code for the security services at NABARD Office Premises and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date : (Signature of the Tenderer)

Address :

Name and Seal :

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractor/ service provider for effecting payment

Name and address of contractor/ service provider with phone nos.

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

1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account number	
5	RTGS/ NEFT/ IFS Code	
6	Type of account (Savings, current, etc.)	
7	PAN Number	
8	GSTN Number	

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank account (2) copy of PAN card and (3) allotment letter / registration letter under GSTN.

ARTICLES OF AGREEMENT
On Non-judicial stamp paper
AGREEMENT FOR ANNUAL SERVICE CONTRACT

THIS AGREEMENT is made at Dehradun on this _____ day of _____ 2019

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development having its Uttarakhand Regional Office at Dehradun-248013, hereinafter referred to as “**NABARD**” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

M/s. _____, a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office at _____hereinafter referred to as the ‘**Contractor**’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

*(NABARD and the Contractor are collectively hereinafter referred to as “**the parties**”)*

WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Service contract for Security Services (hereinafter referred to “**the said works**”) at its Office premises at IT Park, Dehradun (hereinafter referred to as “**the said Premises**”) for the period 01.04.2019 to 31.03.2020, had, vide its letter No. _____dated _____, issued a “Notice Inviting Tender” (hereinafter referred to as “**the NIT**”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure ” and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated _____2019, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. _____dated _____2019 had selected the Contractor for carrying out the said works at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from 01.04.2019 and shall continue till 31.03.2020 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs. _____ per month for the period from 01.04.2019 to 31.03.2020** to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2020 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted.

NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2020 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.

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

4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by: -

(i) List of individuals deployed (ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc. (iii) Certification of verification of antecedents of persons by local Police authority, (iv) Identity Cards bearing photograph.

6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure I of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s .

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

8. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.

9. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor’s personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

10. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also

inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.

11. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD.
16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The **CAR** policies are required to be at least for 1.25 times of the contract value.

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential/secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officers of Department of Premises, Security and Procurement, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.
25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Uttarakhand/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
33. The EMD received from the Contractor will be retained by NABARD towards Security Deposit.
34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
39. If the services of the contractor are not found satisfactory, the contractor will be given one month's notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months' notice in advance. If the Contractor fails to give such three months' notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue

to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination of this agreement.

40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

41. **Resolution of disputes**

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

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

- 41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

- 41.4 The venue of the arbitration shall be at **Dehradun**.

- 41.5 The language of arbitration shall be English.

- 41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an

amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

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

45. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

Signed, sealed and delivered

By Shri _____

by Shri _____

DGM/ GM

For & on behalf of NABARD the duly authorized signatory for & on behalf of the Contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

ANNEXURE - I

Contractor shall provide **Security Guards as per the following requirements.**

Category	Duty Hours *	
	From	To
1 Supervisor	9 am	5 pm
4 Guards	6 am	2 pm
4 Guards	2 pm	10 pm
3 Guards	10 pm	6 am
1 Guard (for staff quarter plot)	9 am	5 pm
Total 13 workers		

- Duty hours can be changed at the discretion of NABARD

PRICE BID



Annual Service Contract for providing Security Services at NABARD, Uttarakhand Regional
Office Building
for the period from 01 April 2019 to 31 March 2020

NABARD Regional Office, Plot no. 42, IT Park, Sahastradhara Road, Dehradun- 248013

PRICE BID / Bill of Quantities

National Bank for Agriculture and Rural Development

- **Period of AMC – 01 April 2019 to 31 March 2020** (may be renewed if services are found satisfactory for further period of two years, one year at a time).
- **Rates to be quoted** based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document. The rates to be quoted taking into consideration the details contained in the Annexure II provided in the price bid

Sl.No	Description of Item	No. of Personnel	Rate/ Month (Rs.)	Total Amount for 12 months (01/04/2019 to 31/3/2020) (Rs.)
I	Security Services			
A	Providing the services of twelve (12) security guards for carrying out the works as indicated in the scope of ASC works in Office Premises on all days on rotation basis for 08 hours a day as per the schedule given in terms and conditions, complete as directed. Rate in words: _____	12		
B	Providing the service of (01) Supervisor guard for carrying out the works as indicated in the scope of ASC works in Office Premises on all working days for 08 hours a day from 09.00 hrs to 17.00 hrs , complete as directed. Rate in words: _____	1		
C	Sub Total (A+B)			
D	Add Contractor's / Agency's profit / overheads, service charges etc.			
E	Total (C+D)			
F	Add for GST			
G	Grand Total (E+F)			
	Total Amount for 12 months- Rs.			
	(Rs.....) (Total Amount for one year in words)			

Signature :

Name :

Address :

Phone no.

Date:

Seal

Annexure II

Calculation Sheet

(Per Month Calculation as per applicable category)

To be enclosed with price bid only.

Sl. No.	Description	Details	Watch and Ward (Without Arms) (Rs.)	Supervisor (Rs.)
A	Minimum wages (as per Central Govt. or Uttarakhand State Govt. whichever is higher) inclusive of Special Allowance / VDA.			
B	EPF (Employer portion) %		
C	ESI Contribution (Employer portion) %		
D ***	Bonus / Other charges / other statutory payments ***			
E	Total (A+B+C+D)			

Note:

The filled Annexure II should be enclosed in Price bid.

*** - TENDERERS may specify particulars of the other statutory payments, if any. If the TENDERER doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the TENDERER himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

Signature :

Phone no.

Name :

Date:

Address :

Seal

Note :

1. The quote for items A, B & C shall be based on the information furnished in **Annexure II, which is to be enclosed with Price Bid.**
2. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of security services & BOQ and after visiting the site.
3. No escalation or increase in the rates will be given during the Contract period. 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.
4. If a tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered".
5. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer should be able to demonstrate the capability of the tenderer to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by

NABARD. If required, NABARD may call written clarification from TENDERERS, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.”

6. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
7. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.
8. Before deployment of staff, their bio-data/ competence shall be verified by the Bank’s official in the beginning of ASC as well as on changing the staff/labour.
9. The contractor has to engage suitable agencies for specialised works etc. and bank reserves the right to recommend/approve a particular agency for these works. For façade cleaning, reputed agencies in the field may be engaged.
10. The contractor has to give satisfactory services for all works of ASC and bank reserves the right to remove/delete any particular work from the awarded ASC.
11. The contractor has to submit one monthly/quarterly bill, as the case may be.
12. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
13. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.
14. The working hours as mentioned in price bid includes one-hour lunch break.

Accepted all terms & conditions of price bid

Place	:	
Date	:	(Signature of the Tenderer)
Address	:	Name and Seal