

राष्ट्रीय कृषि और ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

PART-I

PRE-QUALIFICATION BID

To be submitted along with EMD of Rs. 22,500 /- (Approx. value of tender is Rs. 30.00 lakhs)

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

QUALIFICATIONS – Eligibility Criteria

Please note that pre-bid pre-contract integrity pact is invariably to be submitted on or before 25 Oct 2021, failing which the tender shall be out-rightly rejected.

1. The work involved is Annual Maintenance Contract for **Security Services by Security Guards for its office premises at NABARD Block No 32, SDA Complex, Kasumpti, Shimla-171009.** Scope of work and services to be provided are indicated in the “**SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)**” and “**Scope of work: (Part B) – Illustrative**” of this tender. *The tenderers are advised to visit the site, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
2. The contractors should have experience of similar works during the last 7 years (ending 31.03.2020) and should who fulfill the following criteria are eligible to tender: -
 - Should have carried out **minimum 1 similar work** during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than **Rs. 24.00 lakh.**

OR

- Should have carried out **minimum 2 similar works** during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than **Rs. 15.00 lakhs.**

OR

- Should have carried out **minimum 3 similar works** during last 3 years (ending 31.03.2021) with annual contract value (costing individually) not less than **Rs. 12.00 lakh.**

- The tenderers should have average Annual Turnover of **Rs. 9.00 lakh** each year during the last three years ending 31 March 2021 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
- The tenderers should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, PSARA etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid). Agency should have a valid license as per The Private Security Agencies (Regulation) Act (PSARA), 2005 or from any other competent authority to operate a security agency in the State of Himachal Pradesh and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the Pre-Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.
- Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Pre-Qualification bid i.e. Part-I of the tender.
- Should have their own office within the city limits of Shimla.

Tenderers are requested to submit the following documents in **PART - I** (Prequalification bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

- i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. during the last **three** years,. "Similar Works" means experience in executing Annual Maintenance Contract **for Security Services by Security Guards** in similar Government / PSUs / Public Sector Banks / Autonomous Bodies /Private Sector /Housing Societies etc. having offices or such similar setup.
- ii) IT returns of last three consecutive financial years – 2018-19, 2019-20 & 2020-21.
- iii) References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
- iv) Information in Section-I, II, III & IV as per enclosed proforma.

3. Intending tenderers are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
5. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of PART-I (Pre-qualification Bid) of the tender and his sealed cover containing PART-II of the tender will be returned to him. The Bank is not bound to assign any reason for rejecting the tender.
6. After scrutiny of Part-I (Pre-qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.
7. Applications containing false and/or inadequate information are liable for rejection.
8. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
9. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009”
9. **Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state) failing which the tender will be summarily rejected.**
10. I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

Address

Signature of the Tenderer with seal

FORM OF TENDER

Tender for Annual Maintenance Contract for Providing Security Services at NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009

Please Note: Works/Work here and elsewhere in the tender shall mean **Annual Maintenance Contract for Security Services & Security Guards for its office premises at NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009**

**The Chief General Manager,
National Bank for Agriculture and Rural Development,
HP Regional Office,
Block No.32, SDA Complex,
Kasumpti, Shimla-171009**

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are : (i.)
(ii.)

3. Address of the firm :

Tel. No :

Fax :

Email:

Mobile No(s) :

i) _____ ii) _____ ii) _____

Name of the person(s) authorised to sign the contract

i) _____ ii) _____

iii) _____

4. Name of the partner(s) of the firm authorised to sign the contract

i) _____ ii) _____

iii) _____

5. The names of the Partners/Directors of our firm are

i) _____ ii) _____

iii) _____

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We enclose herewith interest free Earnest Money Deposit receipts of (EMD) of Rs 22,500/- (Rupees Twenty Thousand and Five Hundred Only) by e-payment and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in case of breach of contract in the event of our failure to execute the Contract when called upon to do so by accepting our Tender. I agree that EMD shall not bear any interest.

10. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

11. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 31 March 2024) except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.

12. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) _____ ii) _____

iii) _____

**NAME OF THE PERSON(S) AUTHORISED TO
SIGN AND SUBMIT THE TENDER**

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

YOURS FAITHFULLY

(SIGNATURE OF THE TENDERER with Seal)

**NAME AND ADDRESS OF THE TENDERER
AND SEAL**

DATE:

PLACE:

ARTICLES OF AGREEMENT

This Agreement made on the ____ day of the month _____ in the year ____ BETWEEN the National Bank for Agriculture and Rural Development, established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Mumbai and its **HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009**

(hereinafter referred to as the National Bank for Agriculture and Rural Development and or its successors and assignees) on the ONE PART;

And

M/s _____, a proprietary/partnership/limited company concern having its office at _____ duly represented by its duly constituted and authorized representative, Shri/Smt _____ (hereinafter called the authorized representative of the Contractor) on the other part.

Whereas NABARD is desirous to carry out **Annual Maintenance Contract for Security Services & Security Guards for its office premises at HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009**

and the same have been accepted by M/s _____ on the terms and conditions as set out therein and inter-alia others as mentioned below: -

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - i) Tender Document
 - ii) Letter of Award
 - iii) Any other document specifically indicated to be included in the contract agreement and mutually agreed upon by both the parties.
 - iv) Any clarifications / Corrigendum issued subsequently.

In witness whereof parties hereto have hereunto set their respective hands and seals on the _____ day, _____ month and _____ year first above written.

Signed, sealed and delivered by the said Contractor M/s _____ to the Employer, NABARD in the presence of:

Signature of Contractor (with seal)

Dy. General Manager
Signature of Authorised representative
of the Employer/Accepting Authority

Witness (Signature, Name and Address)

Witness (Signature, Name and Address)

1.

1.

2.

2.

Section-I - Basic Information

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

8	a) Areas of business activities, other than security services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2020.)	<u>Annual turnover</u> Rs. _____ Rs. _____ Rs. _____ Rs. _____ Rs. _____
13	Number of supplementary sheets attached	
14	a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b) If yes, please give following information (suit-wise/ project-wise): i. Name of the Project & Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation	

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

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

Signature of the Tenderer with seal & date

Section-II**(A) Previous Experience**

- a) List of important works executed by the firm during last three years costing Rs. 10.50 Lakh and above with experience in executing works of similar work i.e. security service in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

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

- b) List of important ON HAND works costing Rs. 10.50 Lakh and above in the field of security service. (Please attach extra sheets if required).

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

Signature of the Tenderer with seal & date

Section-III - Security Personnel and Experience

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

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

2. **List of available tools, Equipment.** (Please attach extra sheets if required).

S.No.	Name of tools/ Equipment and Accessories	Total No. of units	No. of units can be spared for NABARD's work
(1)	(2)	(3)	(4)

3. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.

4. No. of supplementary sheets attached for Part III.

Signature of the Tenderer with seal & date

Section-IV

Details of Bank Account

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

Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.

Signature of the Tenderer with seal & date

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, HP RO, Shimla

Tender for Annual Maintenance Contract for Providing Security Services at NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009

INSTRUCTIONS TO THE TENDERER

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. Intending tenderers shall deposit as earnest money a sum of Rs. 22,500 /- by crediting the amount into the following account :-
 - Name of Account : National Bank for Agriculture and Rural Development
 - Account Number (VAN) : NABADMN28
 - Bank Name: NABARD
 - Branch Name : HEAD OFFICE, MUMBAI
 - IFS Code: NBRD0000002
4. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order. In no case EMD shall bear any interest. Under no circumstances, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
5. The Earnest Money Deposit of Rs. 22,500 /- paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / Initial Security Deposit (ISD) will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / ISD.
6. "Initial Security Deposit" i.e. ISD of 2% of accepted value of the tender shall be directly credited to our current account (details given above in Sl. No. 3) by the successful tenderer within 15 days of intimation to him of acceptance of tender. The EMD already furnished shall be taken into account while determining the ISD. In other words, EMD shall become a part of ISD. The ISD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
7. Successful bidder shall deposit a Retention Money Deposit (RMD) at the rate of 5%.
8. Bids submitted by unauthorised agents and FAX / Posts shall not be entertained.

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

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

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

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

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

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

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

DECLARATION BY THE TENDERER

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

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

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

DATE :

SEAL & SIGNATURE OF THE TENDERER

PLACE:

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, HP RO, Shimla

Tender for Annual Maintenance Contract for Providing Security Services at NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL TERMS AND CONDITIONS OF Contract

1. Tenders are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted Service Charges should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish an analysis for scrutiny of the Service Charges, as and when called for, by NABARD. The service charges quoted by the firms should be over and above zero percent (zero percent includes all derivatives of zero upto 0.9999 percent and thereof).
3. Rates should **include all Taxes** (Goods and Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Wages as per relevant Act, Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period except revision in minimum wages & taxes.
4. Monthly payment will be made based on bill submitted by the contractor and certified by the Assistant Care Taker/ Caretaker to the effect that the services are provided as per the contract agreement. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/Caretaker) after completion of the respective work on the formats enclosed / given for respective work and should submit all these with the bill.
5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work order will be rejected and no further representation will be entertained.
6. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. 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.

8. In case of two firms quoting the same rates as L-1, the decision of awarding the contract will be based on higher annual turnover and volume of work undertaken in the preceding years by the respective firms.
9. NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.
10. 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.
11. **The contractor shall deploy such minimum number of qualified and experienced staff as indicated in Schedule – I and financial bid by the contractor to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
12. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
13. The contractor shall pay the personnel deployed in NABARD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed in NABARD. Tenders/bids not complying with the minimum wages payment will be rejected.
14. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.
15. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Centre Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour

laws and payslips for respective payments are duly issued regularly. NABARD may ask for past payslips and payment records to be submitted along with the monthly bill.

16. The contractor should ensure payments to the Security Guards as per latest Minimum Wages Act and payment of bonus in terms of Bonus Act, 1965. Contractor has to take into account the bonus to be paid while quoting financial bid. Further, the payment to be disbursed to the contract labourer and supervisor in the presence of the NABARD's representative on or before seventh (7th) of every month irrespective of the fact that previous monthly bill is paid or not by NABARD.
17. **Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by NABARD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.**
18. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
19. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the Bank the relevant records.
20. The manpower deployed by the contractor should be in neat uniform, polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provision.
21. The manpower deployed by the Contractor should report to site supervisor as per timings agreed upon and decided by the Bank. A register will be kept at site on all the locations showing attendance on day to day basis and which will be countersigned by the site supervisor at the time when contractor's worker arrives & sign at site. A copy shall be presented along with the Contractor's monthly bill.
22. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligation required by NABARD.
23. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
24. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.

25. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
26. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
27. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
28. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
29. 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.
30. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
31. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the AMC works.
32. The Contractor shall provide documentary proof of police verification for each and every guard deployed with NABARD and replacement, if any, shall also be brought into effect.
- 33. EXIT:**
- i. First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.
- ii. The contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.
34. The contractor shall arrange to provide mobile phone to all the Security Guards deployed at NABARD premises.

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

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

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

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

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

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

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

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

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

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

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

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

DATE:
PLACE:
ADDRESS:

Signature of the Tenderer
NAME AND SEAL

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, HP RO, Shimla

Tender for Annual Maintenance Contract for Providing Security Services at NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009

SAFETY CONDITIONS OF THE CONTRACT

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

A. General

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

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

Signature of the tenderer with seal

Date:

Place:

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, HP RO, Shimla

Tender for Annual Maintenance Contract for Providing Security Services at NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009

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

1. The Contractor shall provide security arrangements against pilferage, thefts and for protection of properties and maintenance of peace and order within the above said premises to the satisfaction of the National Bank.
2. This contract shall be for a period from 01 Nov 2021 to 31 March 2024. In the event of National Bank requiring the security services for further periods after the expiry of the initial period, it shall make a request in writing in this behalf to the Contractor one month prior to the termination of these presents and upon such request, the Contractor shall provide security services to the National Bank for the said premises on the same terms and conditions.
3. No overtime allowance or any compensation of any other kind shall be payable by National Bank to any person including supervisor employed by the Contractor for duties at the said premises.
4. National Bank shall deduct income tax and other taxes which it may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank.
5. During the continuance of this contract or such extended time, the contractor shall provide security guards at the said premises as per the requirement of the National Bank. The present requirement and timings of duties are as per Schedule I, which would be liable for change as and when considered necessary by the National Bank. The requirement of number of guards will be reviewed, if considered necessary, by the National Bank. The contractor shall increase or reduce the number of security guards and AMC charges as specified in financial bid will be increased or decreased proportionately.
6. The security guards posted by the contractor for the said premises shall be deployed in consultation with the Bank.
7. The security guards posted at the aforesaid premises of the National Bank for duty shall be below **55 years of age** and be medically fit to perform the security job. The working and deployment of security guards will be monitored by any official authorized by the National Bank for the purpose. The contractor shall also ensure proper rotation and weekly off for the security guards deployed at the said premises. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following: -
 - i. The security guards on duty shall comply with the directions and instructions regarding security and maintenance issued by the representatives of the National Bank to the Contractor from time to time.
 - ii. The Contractor shall accede to the requests of the National Bank's representatives for recall of any particular person from out of Security Guards and substitute him by another.
 - iii. The contractor shall ensure that the security guards provided by it are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or the National Bank or its business or work or its officers / employees / visitors, etc.

- iv. They shall not allow any unauthorized persons/outsideers to enter into the premises of the National Bank both at office premises and at staff quarters.
 - v. They shall ensure that all outsiders do enter their name in Visitor's Register before entering the premises.
 - vi. They shall maintain adequate security and shall remain always on vigil.
 - vii. In case of fire, they shall inform the fire brigade and/or police station nearby and the responsible officers of the National Bank.
8. **Besides the regular work of providing security services, the guards on duty will also be responsible for switching on/off lights in common area/s within said premises. They will also be attending other jobs like operating water pumps, opening & closing of dispensaries and also maintain registers for maintenance contracts of other trades/services.**
 9. **They will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/housing facility in the said premises.**
 10. The Contractor shall declare that they shall be responsible for the due compliance of all the legal provisions connected with requirement of security staff posted at the said premises of the National Bank.
 11. The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank shall accept no liability in this regard. All such liabilities shall be discharged by the Contractor promptly without any default. The contractor shall submit to the National Bank documentary evidence of the payment paid to the security guards as and when asked.
 12. The contractor shall indemnify NABARD against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor. The contractor, before starting the work of execution of the service contract as described under scope of work, is required to submit a "Letter of Indemnity and Undertaking". A specimen of such letter is enclosed as Annexure II.
 13. **The contractor shall provide to security guards with two sets of uniforms per year, ceremonial uniform for 26 January and 15 August Guard Parade and other equipment like torch, baton etc. required for the effective discharge of security services to the National Bank at its own expenses.** Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the National Bank.
 14. The contractor shall provide to the National Bank photographs and residential address of the security guards and the proof of their service in the armed forces.
 15. The National Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The contractor shall get the security guards posted for duty at the said premises, insured against accidents at its own cost.

16. **Applicable Leave:-** Successful vendor shall ensure leave to security guards as per Contract Labour Act, 1970. It shall be ensured that service personnel are given at least 04 days holidays in a month.
17. The security men so provided shall endeavor to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by the National Bank in this regard. National Bank shall be at liberty to recover the said amounts from the amounts payable to the contractor.
18. The National Bank shall, in the event of the contractor committing any breach of any the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank or for any other reason considered by the National Bank as sufficient, be entitled to terminate this agreement by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.
19. The National Bank if so desire may ask the Contractor to provide security arrangements against pilferage and for protection of properties and maintaining peace and order in any other premises of National Bank and the Contractor shall provide such security arrangement as described in this tender.
20. On expiry of or early termination of the contract, the security guards shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.
21. In case of any dispute or difference between the parties under this agreement, the same shall be referred to **The Chief General Manager NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009** or to the person nominated by him and his decision shall be final and binding on the parties.

Signature of the tenderer with seal

Place & Date:

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, HP RO, Shimla

Tender for Annual Maintenance Contract for Providing Security Services at NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009

Scope of work: (Part B) - Illustrative

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

p) The security personnel engaged and deployed by the contractor should possess the knowledge on right of private defense of persons and property as provided under the Indian Penal Code.

q) Security personnel deployed should be well versed with all security related procedures, gate control first aid & vigilance.

r) Deployment registers to be maintained by the contractor at the respective sites.

s) The agency shall bring to the notice of security in charge any inadequacy with regard to illumination, bottle necks/loopholes/grey areas/unsafe conditions/fire hazards etc.

t) Any other services incidental to or connected with the work usually and normally rendered by the agency and as decided by the Bank.

Special Note: -

1. The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
2. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the party.
3. Quantities indicated in the Financial Bid may vary to the extent or may be deleted without any notice and as such the rates quoted should be workable and should include all overheads, profits, taxes as applicable and all other incidental charges.

(Bidders may please note that the work defined above is only illustrative and indicative in nature. Any work/action/duty mentioned elsewhere in the tender document defined to be a part of contractor's obligations shall form a part of the scope of work unless it is specifically mentioned to exclude the same from the scope of work)

Signature of the tenderer with seal

Place & Date:

SCHEDULE – I

Requirements of Security Guards

Present requirement and duty hours of security guards in **NABARD, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009**

(i) Total no. of Security Guards- 08

Number of Guards	Duty Hours*
02 (Two) Security Guards	6.00 AM to 2.00 PM
02 (Two) Security Guard	2.00 PM to 10.00 PM
02 (Two) Security Guard	10.00 PM to 6.00 AM
02 (Two) Security Guard	9.30 AM to 5.30 PM

* The shift of guards can be amended as per the official exigencies from time to time and in case of any additional requirement for temporary purpose, additional guards can be taken on daily basis.

INTEGRITY PACT

(on a Non-Judicial stamp paper of Rs. 200/-)

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as **“The Principal”**

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

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

Shri PK Sangewar
Retd. PCMM / SCR,
H No. 12-5-65/1, Flat No. 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Laguda,
Secunderabad, Telangana – 500017

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

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

Place _____

Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

To
The Chief General Manager,
National Bank for Agriculture and Rural Development,
HP Regional Office,
Block No.32, SDA Complex,
Kasumpti, Shimla-171009

Dear Sir

Subject: Letter of Indemnity and Undertaking

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

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

Yours faithfully

(Name and Designation) of Authorized Official