

नाबार्ड जम्मू और कश्मीर क्षेत्रीय कार्यालय (नाबार्ड टावर) और आवासीय परिसर(नाबार्ड ग्राम) जम्मू में 01.04.2024 से 31.03.2027 तक तीन वर्ष की अवधि के लिए सुरक्षा सेवायें प्रदान करने हेतु निविदा दस्तावेज़

**Tender Document for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram) at Jammu and NABARD Srinagar Cell for Three Years from 01-04-2024 to 31-03-2027**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक  
परिसर सुरक्षा और अधिप्राप्ति विभाग(डीपीएसपी),जम्मू और कश्मीर क्षेत्रीय कार्यालय ,नाबार्ड टावर, रेल हेड काम्प्लेक्स, सरस्वती धाम के पास, जम्मू - 180012

ई-मेल: [dpsp.jammu@nabard.org](mailto:dpsp.jammu@nabard.org), Telephone: 0191-2472355

**National Bank for Agriculture & Rural Development**  
Department of Premises, Security & Procurement (DPSP) Jammu & Kashmir Regional Office,NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu - 180012  
E-mail: [dpsp.Jammu@nabard.org](mailto:dpsp.Jammu@nabard.org), Telephone: 011-2472355

निविदा दस्तावेज़ जारी करने की तिथि Date of Issue of Tender Document	12 March 2024
बोलीकर्ताओं के साथ बोली- पूर्व बैठक Pre-Bid meeting with bidders	18 March at 1100 PM
निविदा प्रस्तुत करने की अंतिम तिथि Due Date for Submission of Tender	27 March 2024 at 3:00 PM
मूल्य बोली के खोलने की तिथि और समय Date and Time of Opening of Technical Bids	27 March at 03.30 PM
मूल्य बोली के खोलने की तिथि और समय Date and Time of Opening of Price Bids	Will be intimated separately to bidders who qualify technical evaluation (or) as per GeM Procedure

बोलीकर्ता का नाम Name of the Bidder	
संपर्क सं. Contact Number	
पत्राचार का पता Address for Correspondence	
ई-मेल E-Mail ID	

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### Notice Inviting Tender

राबैं.जेके.क्षे.का./ /डीपीएसपी -321-बी/सुरक्षा सेवा  
/2024-25

NB.JK.RO/ / DPSP-321B/ Security  
Services/2024-25

12 मार्च 2024

12 March 2024

सभी बोलीकर्ता

All Bidders

महोदया / प्रिय महोदय,

Madam/ Dear Sir,

नाबार्ड जम्मू और कश्मीर क्षेत्रीय कार्यालय (नाबार्ड टावर) और आवासीय परिसर (नाबार्ड ग्राम) जम्मू में 01.04.2024 से 31.03.2027 तक तीन वर्ष की अवधि के लिए सुरक्षा सेवायें प्रदान करने के लिए रखरखाव अनुबंध हेतु निविदा दस्तावेज़

Notice Inviting Tender for Maintenance Contract for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower) and Residential Colony (NABARD Gram), Jammu and NABARD Srinagar Cell for Three Years from (01-04-2024 to 31-03-2027)

1. नाबार्ड जम्मू और कश्मीर क्षेत्रीय कार्यालय (नाबार्ड टावर), आवासीय परिसर(नाबार्ड ग्राम) जम्मू में और श्रीनगर कार्यालय में दिनांक 01.04.2024 से 31.03.2027 तक तीन वर्ष की अवधि के लिए रू.201.81 लाख की अनुमानित लागत पर "सुरक्षा सेवाएँ प्रदान करने के लिए रखरखाव अनुबंध" हेतु,नाबार्ड, एक प्रतिष्ठित निजी सुरक्षा एजेंसी के साथ करार निष्पादित करना चाहता है.

1. NABARD intends to enter into contract with a reputed Private Security Agency for "Maintenance Contract for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower) and Residential Colony (NABARD Gram), Jammu and NABARD Srinagar Cell for Three Years from 01-04-2024 to 31-03-2027" at an estimated cost of Rs 201.81 lakh for 3 years. .

2. अनुरोध है कि आप दोहरी बोली प्रणाली के अंतर्गतसरकारी ई-मार्केटप्लेस (जीईएम) में इस निविदा दस्तावेज़ में दिये गए विस्तृत विवरण और अन्य अपेक्षाओं के अनुसार उपर्युक्त संविदा के लिए अपना प्रस्ताव प्रस्तुत करें. निविदा दस्तावेज़ नाबार्ड की वेबसाइट <https://www.nabard.org> और जीईएम पोर्टल से डाउनलोड किया जा सकता है.

2. You are requested to submit your offer through **Government - e - Marketplace (GeM)** in **Two Bid System** for the aforesaid contract as per the detailed specifications and other requirements as mentioned in this tender document. The tender document will be available for download at <https://www.nabard.org> and in GeM Portal.

3. **बोली- पूर्व बैठक** का आयोजन 18 मार्च 2024 को अपराहन 11.00 बजे नाबार्ड,जम्मू और कश्मीर क्षेत्रीय कार्यालय , जम्मू - 180012 में किया जाएगा. बोली- पूर्व बैठक में भाग लेने हेतु पात्र होने के लिए बोलीकर्ता स्थान का सर्वेक्षण कर ले और समग्र रूप से कार्य/सेवा की साध्यता के संबंध में स्वयं संतुष्ट हो जाएँ. **बोली-पूर्व बैठक में मांगे जाने वाले किसी भी प्रकार के स्पष्टीकरण के संबंध में बैठक से कम से कम 01 कार्यदिवस पहले लिखित ई-मेल (dpsp.jammu@nabard.org) से हमें सूचित करें।** बोली-पूर्व बैठक में दिये गए सभी स्पष्टीकरण निविदा का हिस्सा होंगे.

3. The **Pre-Bid meeting** will be held at **11.00 AM on 18 March 2024** at NABARD Regional Office, NABARD Tower, Railhead Complex, Jammu 180012. To be eligible to participate in the pre-bid meeting, the bidder should have already conducted a site survey and should have satisfied himself about the

4. जीईएम पोर्टल के माध्यम से प्रस्तुत निविदाएँ ही स्वीकार की जाएंगी निर्धारित तिथि के पश्चात प्राप्त डाक से प्राप्त /ई मेल/निविदाओं अथवा फैंक्स निविदाओं को स्वीकार नहीं किया जाएगा और उन्हें साथ ही नकार दिया जाएगा, जिनकी निविदा निर्धारित प्रक्रिया के अनुसार नहीं पाई जाती है, उन बोलीकर्ताओं की निविदाएँ नकार दी जाएंगी.

5. निविदा की तकनीकी बोली दिनांक 27 मार्च 2023 अपरहान 03.30 बजे (भाग 1) नाबार्ड की सुविधा और जीईएम के नियमों के अनुसार नाबार्ड, जम्मू और कश्मीर क्षेत्रीय कार्यालय, जम्मू 180012-में खोली जाएगी.

6. तकनीकी मूल्यांकन में अहर्ता -प्राप्त बोलीकर्ताओं की मूल्य बोली भाग )-II) अलग से खोली जाएगी, जिसकी तिथि जीईएम पोर्टल के माध्यम से सूचित की जाएगी इस निविदा दस्तावेज़ के नियमों और जीईएम के नियमों में विवाद होने की स्थिति में, इस दस्तावेज़ को प्राथमिकता दी जाएगी.

7. तकनीकी बोली, मूल्य बोली, तकनीकी मूल्यांकन मानदंड कार्य की परिधि अपेक्षित सेवाओं, सफल बोलीकर्ताओं के चयन आदि के समबन्ध में अनुदेशों का विवरण इस निविदा की शर्तों और निबंधनों और निविदा के अन्य हिस्सों में दिया गया है.

8. बयाना राशि के रूप में **₹ 4,03,630/-** की राशि एनईएफटी के माध्यम से निम्नलिखित खाते में जमा की जाये **बयाना राशि के बिना निविदा को नकार दिया जाएगा.**

आदाता का नाम : NABARD  
चालू खाता सं.: NABADMN17  
बैंक का नाम : NABARD Head  
Office, Mumbai  
आईएफएससी NBRD0000002

9। यह बोली, बोली खोलने की तिथि तथा नियम और शर्तें स्वीकार करने से 3 महीने तक जीईएम के अनुसार मान्य मानी जाएगी

overall feasibility of the work/service. **Any clarifications being sought in the pre-bid meeting should be submitted in writing at least 01 working day prior to the date of pre-bid meeting by email to [dpsp.Jammu@nabard.org](mailto:dpsp.Jammu@nabard.org).** All the clarifications of the pre-bid meeting will be part of tender.

4. **Tenders submitted through GeM portal only will be accepted.** Tender received late or received through fax/email/post will not be accepted and will be rejected. The tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.

5. Technical Bid (Part- I) of Tender will be opened at NABARD Regional Office, Jammu 180012 **on March 27 2024 at 03.30** of NABARD and as per the rules of GeM.

6. Price Bid (Part II) of bidders who qualify the technical evaluation will be opened on a separate date as informed through GeM portal. If there is any conflict between the rules of this tender document and the rules of GeM, then this document will be given preference.

7. Instructions regarding Technical Bid, Price Bid, Technical Evaluation criteria, scope of works and the services required, selection of successful bidder etc have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

8. An Earnest Money Deposit of **₹ 4,03,630/- ( Rupees four lakh three thousand six hundred thirty only)** should be remitted by NEFT into the account mentioned below. **Tender without EMD shall be rejected.**

Payee Name : NABARD Current  
Account No : NABADMN17

Name of the Bank : NABARD  
Head Office, Mumbai

IFSC Code : NBRD0000002

10. निविदा में विनिर्दिष्ट शर्तों और निबंधनों की सहमति के रूप में, प्रस्ताव के सभी दस्तावेज़ और निविदा के सभी पृष्ठों पर बोलीकर्ता हस्ताक्षर करें और अपनी मुहर लगाएँ.

11. नाबार्ड को यह अधिकार है कि बगैर कारण बताए बोलीकर्तासभी निविदाओं को /बोलीकर्ताओं की किसी/ .आंशिक या पूर्ण रूप से स्वीकार करे या नकार दे

12. नाबार्ड के साथ संलग्न मानक प्रारूप के अनुसार संविदा पूर्व सत्यनिष्ठा करार निष्पादित करने हेतु इच्छुक बोलीकर्ता ही निविदा में भाग लेने के लिए पात्र होंगेजम्मू के लिए . श्री (आईईएम) समुनेदेशित स्वतंत्र बाह्य अनुप्रवर्तकश्री संजय कुमार, आईएस (सेवानिवृत्त), फ्लैट नंबर ए विं 515, वर्ड नंबर 3 सिदेश्वर सही कटक शहर ज़िला कटक .753008

13. बोलीकर्ताओं से अनुरोध है कि बोली करने से पूर्व नाबार्ड टावर, रेल हेड काम्प्लेक्स,सरस्वती धाम के पास 180012-जम्मू, नाबार्ड ग्राम, छत्री रामा, सीआरपीएफ ट्रांसिट कैंप के पास , जम्मू 180015-और श्रीनगर सेल पर जाकर स्थान का दौरा करें.

14. सफल बोलीकर्ता को अपना प्रस्ताव स्वीकार होने की तिथि से दिन के भीतर संलग्न मानक प्रारूप में नाबार्ड के 07 ऐसा नहीं करने पर .साथ एक करार निष्पादित करना होगा .बोलीकर्ता की बयाना राशि जब्त कर ली जाएगी

Sd/-

(उर्मिल लता)

उप महाप्रबंधक

9. The bid shall remain valid and open for acceptance for **03 months** from the date of opening of the bid and as per norms of GeM.

10. All documents that comprise the offer and all pages of tender, should be signed and sealed by the bidder, as a token of acceptance to the terms and conditions specified in tender.

11. NABARD reserves the right to accept or reject any/all tender(s) in part or whole of any bidder/bidders without assigning any reasons for doing so.

12. Only bidders who are willing to execute Pre Contract Integrity Pact with the Bank, in accordance with the standard format enclosed, will be eligible to participate in the tender. The Independent External Monitor (IEM) assigned for Jammu & Kashmir would be Shri Sanjay Kumar Panda, IAS(Retd)515, Ward No.3, Sideshwar Sai Cuttack City, Cuttack district, Odisha 753008.

13. The bidders are requested to visit the sites at **NABARD Tower, Rail Head Complex, Near Saraswati Dham Railhead complex, Jammu – 180012, NABARD Gram, Channi Rama, Jammu 180012 and Srinagar Cell before bidding.**

14. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 7 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Yours faithfully

Sd/-

(Urmil Lata)

Deputy General Manager

## **FORM OF TENDER**

(To be submitted in the Bidder's Letter Head)

To

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Jammu & Kashmir Regional Office  
NABARD Tower, Rail Head Complex,  
Near Saraswati Dham Railway Road,  
Jammu - 180012

Dear Sir,

**Tender for Maintenance Contract for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar cell Near Presentation Convent at Rajbagh for Three Years from 01-04-2024 to 31-03-2027**

Having examined the tender document for “**Maintenance Contract for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar cell near Presentation Convent at Rajbagh for Three Years from 01-04-2024 to 31-03-2027**” and having understood the provisions of the tender documents and having thoroughly understood the requirements for providing security services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram) and NABARD Srinagar cell (near Presentation Convent, Rajbagh) . I/We submit herewith the tender offer to you for the same in accordance with the terms and conditions and within the time mentioned in the tender document at the price quoted by me/us in the “Price Bid”.

I / We have examined the Scope of Work and Terms and Conditions relating to the tender for the said work after having obtained the Tender document invited by you and are submitting our offer for the captioned services. I/We understand that the Scope of Work may increase or decrease during the period of contract.

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

I / We agree to deposit interest-free EMD through NEFT and enclose the transaction report in the technical bid.

I / We hereby offer to execute the works strictly in accordance with the Tender Document at the item rates quoted by me / us in all respects as per the specifications and Scope of Works described in the Tender Document, Terms and Conditions and Annexures.

In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the prescribed format.

I/We agree to enter into and execute the prescribed Pre Contract Integrity Pact with NABARD as per the prescribed format.

The rates quoted by me/us, excepting for the minimum wages of Watch and Ward Staff (Unarmed), are firm and shall not be subjected to variations on account of fluctuation in the market rates, or any other reasons whatsoever for the captioned period. The payment of minimum wages for Watch and Ward Staff (Unarmed) will be revised as per the revision

of minimum wages published by State / Central Govt, as applicable, from time to time.

I / We agree to pay minimum wages to the guards deployed as per minimum wages promulgated by the State / Central Govt, as applicable, along with all statutory contributions as required by the relevant act / laws in vogue.

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 Excise Duty, Income Tax, GST, contributions such as Bonus, EPF & ESI (wherever applicable) etc. and other taxes prevailing from time to time.

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. I/We will be responsible for any legal/Quasi legal matters arise due to non-compliance of statutory obligations, and indemnify NABARD from any complications, all expenditure in this regard will be borne by me/us.

We hereby certify that all the statements made and information supplied in the tender Document and accompanying statements are true and correct and that in the event of any such statement or information being found to be incorrect, the same may be construed to be a misrepresentation entitling NABARD to avoid any resultant contract, to terminate the contract and will compensate NABARD for any loss/damage caused due to such misrepresentation and NABARD may also, at its discretion apply the blacklisting clause.

Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto. Name of the person authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:

# PRE CONTRACT INTEGRITY PACT

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

Between

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

And

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

## Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Maintenance Contract for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram) at Jammu and NABARD Srinagar cell near Presentation Convent, Rajbagh**. 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).

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 below:

### 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)**

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(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) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(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) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(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) 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) 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), 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) 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**

- (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)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are 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 : **Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3 Sideswar Sahi Cuttack City, Cuttack district Odisha 753 008.**
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(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 Subcontractors.

- (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 nonbinding 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 Contract or 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)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

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

Witness2:

(Name & Address)

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

## **Undertaking & Declaration by the Bidder**

(To be submitted on Bidder's Letter Head)

To

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Jammu & Kashmir Regional Office  
NABARD Tower, Rail Head Complex,  
Near Saraswati Dham Railway Road,  
Jammu - 180012

Dear Sir,

### **Undertaking & Declaration by the Bidder**

Having examined the tender document for “ **Maintenance Contract for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar Cell (near Presentation Convent at Rajbagh) for Three Years from 01-04-2024 to 31-03-2027**”, and having understood the provisions of the tender documents, having thoroughly studied the requirements for providing Security Services at NABARD Regional Office (NABARD Tower), Residential Colony (NABARD Gram) and NABARD Srinagar cell (near Presentation Convent, Rajbagh). I/we undertake/declare as under.

I/We undertake that

- a. **I/We have not been blacklisted by any Central/State Government Organization or PSU, for whatsoever reason.**
- b. **I/We declare that I/we will follow C.L. (R & A) Act and Minimum Wages Act and other labour laws as applicable from time to time & indemnify NABARD for any liability arising out of operation of C.L. (R & A) Act and Minimum Wages/Labour Act.**

Yours faithfully,

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm:

## Technical Evaluation Criteria

Offers are invited from agencies/Bidders who fulfill the following **Technical Evaluation Criteria**.

1. The Bidder should have a minimum experience of Seven **(07) years** of successfully completing or currently providing security services at government offices, Banks/FIs premises, reputed private organizations etc. **(MANDATORY)**
  - a. The bidder should submit Pre Contract Integrity Pact on non-judicial stamp paper of value **Rs 200/-** signed by authorized signatory. **(MANDATORY)**
  - b. The bidder should have license in accordance with Section 4 & Section 7 of the Private Security Regulation Act 2005 for providing Security Guards (Unarmed) (Ex-Serviceman) in Jammu & Kashmir UT / PAN India. **(MANDATORY)**
  - c. The bidder shall hold valid license for undertaking the work under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time. **(AS APPLICABLE)**
  - d. The bidder shall, irrespective of number of guards employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively. **(MANDATORY)**
  - e. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities. **(MANDATORY)**
  - f. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax is to be submitted. **(MANDATORY)**
  - g. Experience of having successfully completed similar work during last 7 years (ending 31/03/2023) should be either of following:
    - i. Three similar completed works whose individual annual work value is costing not less than **Rupees 80.72 Lakhs for each work**.
    - ii. Two similar completed works whose individual annual work value is costing not less than **Rupees 100.90 Lakhs for each work**.
    - iii. One similar completed work whose individual annual work value is costing not less than **Rupees 161.45 Lakhs for each work**.
  - h. *Annual Turn Over during each of last three years ending 31/03/2023 should be atleast **Rupees 60.54 Lakhs***
  - i. The bidder should have a registered office at Jammu and should submit the valid document proof for the office address. **(MANDATORY)**
  - j. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
  - k. Non-compliance of any of the conditions mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.
  - l. Experience will be an added advantage for the bidder(s) in selection procedure.

## General Terms & Conditions of the Contract

1. The Tender is for Maintenance Contract for providing Security Services at **NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar cell (near Convent School, Rajbagh) for Three Years from 01-04-2024 to 31-03-2027.**
2. Tenderers are advised to visit the sites at **NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu - 180012 and NABARD Gram, Channi Rama, Near CRPF Transit Camp, Jammu - 180015 and NABARD Srinagar cell, First Floor, Hotel Ashai Annexe Behind Presentation Convent School Rajbagh, Srinagar - 190008** and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting. The Agency or its authorized representative should visit the sites as per requirement and meet NABARD's Officials with prior appointment for any clarifications and to receive instructions etc. at the site.
3. **Validity of Tender** - Tender shall remain open for acceptance by the Bank for a period of **three Months** from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.

**1. Contract Period:** The contract is for a period of three years i.e., from **01 April 2024 to 31 March 2027.**

4. **Earnest Money Deposit (EMD)** - Intending tenderers shall pay an Earnest Money Deposit (EMD) of **₹403630/-** (Rupees Four Lakhs Three Thousand Six Hundred Thirty only) by remitting through NEFT into the account number below.

Payee Name : *NABARD*

Current Account No : *NABADMN17*

Name of the Bank : *NABARD Head Office, Mumbai*

IFS Code : *NBRD0000002*

The EMD of bidders who do not qualify the technical evaluation shall be returned (without any interest) after the tender process is completed. The EMD of the successful bidder shall be returned without any interest on receipt of Performance Security Deposit and signed agreement copy for the contract.

5. **Information about Tender** - The tenderer must obtain for himself, on his own responsibility and at his own expenses all the information, which may be necessary for the purpose of making the tender, on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.

### 6. Filling up of Tender Forms.

- a. The tender forms should be filled in English.
- b. Each of the pages of tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Tender with any documents not so signed is liable to be rejected.
- c. Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with

either of these conditions will render the tender void at the Bank's discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.

- d. The tenders submitted on behalf of Partnership Firms shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.
7. **Two Bid System** – The Tender shall be submitted through **Government - e - Marketplace (GeM) as per Two Bid System** in two parts viz. Technical Bid and Price Bid.
- a. **Technical Bid:** The Technical Bid containing the following documents should be submitted through GeM. The Technical Bid should not have any price details mentioned.
    - i. Pre Contract Integrity Pact on non-judicial stamp paper of value Rs 200/- signed by authorized signatory
    - ii. Proof of remittance of prescribed EMD through NEFT
    - iii. Form of Tender duly signed by authorized signatory
    - iv. Undertaking duly signed by authorized signatory
    - v. Information of the tenderer as per format at **Annexure I** along with supporting documents
    - vi. Copy of tender document duly signed by authorized signatory on all pages, as an acknowledgement of accepting all terms and conditions mentioned in the tender.
  - b. **Price Bid:** The Price Bid should be submitted through GeM, which shall contain the rate for Watch and Ward Staff (Unarmed) as per the format prescribed in the tender / GeM. The 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. The rates, other than minimum wages, shall remain firm during the contract period. Revision to rates, other than minimum wages and statutory wage components, shall only be allowed on mutually agreement basis. Minimum wages shall be revised as per revision promulgated by State / Central Govt, as applicable, from time to time.
  - c. The offer shall be valid for 90 days from the date of opening the Price Bids.
8. **Submission of Offers** – The Offer should be submitted through **Government - e - Marketplace (GeM) as per Two Bid System** in two parts viz. Technical Bid and Price Bid. Tenders submitted through GeM portal only will be accepted. Tender received late or received through fax/email/post will not be accepted and will be rejected. No request for extension of date shall be permitted for whatsoever reason. The tenders of the bidders whose tender is not in accordance with the prescribed manner, will be rejected.
9. **Opening of Technical Bids** – Technical Bids will be opened at **1500 hrs. on 27<sup>th</sup> March 2024** at NABARD Regional Office, Jammu in the presence of a Committee of Officers and the tenderers or their representatives, should they choose to be present. The bids will be opened even if no representatives of the vendors turn up for the meeting. Price Bids will be opened on a separate date, as decided by the Bank, which will be intimated to the qualified bidders only through GeM. The bidders who do not qualify the technical evaluation shall be intimated by the Bank as per GeM procedure.
10. **Evaluation of Technical Bids:** The Technical Bids will be evaluated by a



Committee of Officers based on documents submitted by the bidders along with their offers in GeM Portal. No documents shall be accepted separately. However, Bank has the discretion to ask for additional documents, if deemed necessary.

11. **Opening of Price Bids:** Price Bids of bidders who qualify the Technical Evaluation will be opened on a separate date, which will be intimated to the qualified bidders only through GeM. The Price Bids will be opened on the date intimated in the presence of a Committee of Officers and the tenderers or their representatives, should they choose to be present. The bids will be opened even if no representatives of the vendors turn up for the meeting.
12. **Award of Contract to Successful Bidder:** The Bidder quoting the Least Monthly Service Charge shall be awarded the contract after ascertaining whether all other criteria are met. Bids quoted with service charges **less than 3.85 % or more than 7 %** would be treated as unresponsive and invalid, which are liable for rejection. In case multiple L1 arises, the L1 shall be finalized as per GeM procedure through System Logic.
13. **Signing of Agreement:** On receipt of intimation from NABARD regarding the acceptance of his/their tender, the successful bidder shall execute an agreement at its own cost on non-judicial stamp paper of **value Rs 200/-** with NABARD in accordance with the standard format at **Annexure II** within 07 days from date of issue of work order, failing which bidder's EMD may be forfeited. The original agreement shall be submitted to the Bank. A copy shall be handed over to the agency.
14. **Performance Security Deposit:** Successful bidder shall pay a Performance Security Deposit of **₹403630/-** (Rupees Four Lakhs Three Thousand Six Hundred Thirty only) by remitting through NEFT into the account number below.

Payee Name : *NABARD*

Current Account No : *NABADMN17*

Name of the Bank : *NABARD Head Office, Mumbai*

IFS Code : *NBRD0000002*

15. The Performance Security Deposit will be held with the Bank for a period upto 60 days after the end of contract period or completion of all contractual obligations / settlement of liabilities, if any, towards NABARD at the time of completion/termination of this agreement. The same shall be released as per GeM guidelines. No interest will accrue on the said deposit. The Performance Security Deposit is liable to be forfeited by NABARD if the vendor commits breach of any or all of the terms and conditions contained herein. The amount of liability to be recovered for breakages, of articles referred above shall be arrived at on the basis of the prevailing market prices of such articles/items or the prices paid by NABARD at the time of purchasing them, whichever is higher.
16. **Assigning Contract** - The party shall not assign or sublet the contract to any others vendor or individual. In case of breach of these conditions, the Bank may serve a notice in writing to the party, rescinding the contract, whereupon the Performance Security Deposit shall stand forfeited to the Bank, without prejudice to agency's other remedies against the Bank.
17. **Compliance of Legal and Statutory Provisions:** -
  - a. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Agency shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default

- / irregularities. Any penalty imposed on NABARD by any statutory authority on this account shall be directly recovered from agency's pending bill or earnest money deposited with NABARD. The agency shall indemnify NABARD of any responsibility on this account and or any penalties imposed on the Agency's part.
- b. The Agency should have valid license for carrying out the work relating to this Contract as per the existing laws in Jammu & Kashmir UT / PAN India. The guards employed by the Agency should also have the experience in providing security services in office and residential colonies.
  - c. The Agency 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 agency to comply with any Labour Regulations. The agency shall maintain attendance register of its guards employed at each site and wage register for payment (at least minimum wages as per Central Govt or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The agency shall submit the monthly payment records to the guards employed by it.
  - d. The agency shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of guards so employed and deployed in NABARD and the guards so employed and deployed in NABARD shall remain under the overall control and supervision of the agency. The guards deployed by the agency 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 agency's guards 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.
  - e. The agency should ensure timely payment to its guards deployed in the premises and compliance of all statutory provisions relating to Minimum Wages Act 1948, Provident Fund and Employees State Insurance, etc. (Amended time to time) in respect of the guards deployed by them in NABARD. The payment of wages shall not be linked to the payment of bills from NABARD.
  - f. The Agency shall be responsible to fulfil all the obligations in connection with other labour laws, leave, salary, uniform, identity cards, ex-gratia etc. (as applicable). The agency shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
  - g. The Agency 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 guards 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 1.25 times of the contract value.
  - h. The Agency shall maintain all statutory registers under the applicable law. The Agency/Service Provider shall produce the same, on demand, to NABARD or any other authority under law.
  - i. The Agency shall be fully responsible and shall indemnify the Bank 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 Agency or his agents and/or his employees or guards. The

decision of the Bank in this regard shall be final and binding

18. **Payment Terms by the Bank:** The bank shall pay to the Agency, on monthly basis, the **charges for providing security services** as indicated in Price Bid of the successful tenderer against the satisfactory service and bills raised by the agency.

- a. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any guard including supervisor employed by the Agency for duties at NABARD Regional Office.
- b. The Bank shall deduct IT TDS and / or GST TDS and any other taxes which it may be required to, under any law for the time being in force, from the payment to be made to the Agency for the services rendered to the Bank. A certificate of tax so deducted at source in the prescribed format will be issued to the Agency.
- c. The agency has to maintain records of attendance of guards / supervisor, any other own staff at each site and the work done as specified in the scope of work in the tender document.
- d. The agency shall submit separate bills for NABARD Tower, NABARD Gram and Srinagar Cell. While submitting the monthly bill, the agency shall submit all the required documents/statements / work completion reports countersigned by the Caretaker of the Bank as desired and/or demanded. Further, the proof of statutory payments such as Minimum Wages, EPF and ESI to the guards for the preceding month are to be produced by agency for settlement of bills of succeeding month.

19. **Penalty:** NABARD reserves the rights to levy penalty for unsatisfactory performance as mentioned under.

- a. In case of unsatisfactory performance or when **lapse in security service** owing to carelessness by the guard is brought to the notice of Bank, Rs 500/- per incident will be deducted from the monthly bill.
- b. In case of **inappropriate behavior** by any of the deployed guard, Rs 500/- per incident will be deducted from the monthly bill when such incident is brought to the notice of Bank.
- c. In case of **non adherence to the schedule of works**, penalty shall be levied at the Bank's discretion.
- d. The amount of penalty to be recovered for **misuse / damage / breakages of equipment / articles** provided by the bank, except due to fair wear and tear, shall be finalised by NABARD at its own discretion.
- e. Such penalty shall be recovered from monthly bills / performance security deposit / any other payment due to the agency.

**Termination of Contract.** The contract shall normally expire **after Three Years i.e. 31/03/2027**, if no further extension is given.

The contract shall be terminated by the bank immediately without any notice in case of the following cases and the security deposit with the bank shall be forfeited.

- a. Breach of Agreement or Repeated unsatisfactory performance. The Agency shall not be entitled to any compensation for such termination.
- b. Noncompliance of labour laws, minimum wages and other statutory acts / laws in vogue as required by the contract.
- c. The agency 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 agency.

- d. For any reason whatsoever, the agency becomes disentitled in law to perform his obligations under this agreement.
- e. There is any variation in the ownership/partnership or management of the agency or his business without the prior approval in writing of the Bank to such variation.

In case the Agency desires to terminate the Contract, he may do so by giving the Bank a written notice of minimum three months.

20. **Vacation of Premises** - On expiry of or on early termination of the contract, the Agency and its guards shall vacate NABARD's premises, without in any way causing any damage to the said premises and/or the property therein.

### **Scope of Work**

1. NABARD is desirous of having a reputed private security agency responsible for providing Security Services at **NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu** and Sub Office near Presentation Convent Rajbagh, Srinagar.
2. **NABARD Jammu & Kashmir Regional Office (NABARD Tower)** includes one main building B+G+5 Floors. The said premises includes all the covered areas within the boundary wall like electrical room lift room terrace etc. and also the vacant/fallow land falling within the boundary wall and pukka construction between the gate and the road.
3. **Residential Colony (NABARD Gram)** include seven residential blocks viz. Block '2', Block '3', Block '4', Block '5', Block '6', Block '7' and Block '8' including parking area. The said premises includes all the covered areas within the boundary wall like Dispensary, Community Hall, Gymnasium, Electrical Room, Care Taker Office etc. and also the vacant/fallow land falling within the boundary wall and pukka construction between the gate and the road.
4. **NABARD Srinagar cell include 5 rooms in one floor at Hotel Ashai Annexe Behind Presentation Convent School Rajbagh, Srinagar - 190008**
5. The scope may increase or decrease during the contract period. The minimum number of guards required is as tabulated below.

<b>Sl.</b>	<b>Premises</b>	<b>Number of Guards Required</b>
1	NABARD Tower	06 Unarmed Security Guards (3 day and 3 night ) 02 Unarmed Security Guard (General Shift)
2	NABARD Gram	06 Unarmed Security Guards (03 day and 3 night 02 Unarmed Security Guard (General Shift)
3	NABARD Srinagar cell	01 Unarmed Security Guard (General Shift)
<b>Total</b>		<b>17 Unarmed Security Guards</b>

### **6. Qualitative Requirements (QR) for security guards.**

The Qualitative Requirements (QR) of Security Guards for **NABARD Tower, NABARD Gram and NABARD Srinagar Cell** are as below:-

- (a) The guards should be able to communicate in Hindi /English/ Urdu & Kashmiri (for Srinagar cell) in order to perform their duties efficiently.
- (b) The Security Guard shall be deployed at NABARD Tower or NABARD Gram or Srinagar Cell, as per discretion of the Bank.

- (c) Age of the Security Guard at the time of first deployment should not be above 55 years.
- (d) Security Guard should have been released from his parent service in medical category SHAPE-I or equivalent and be medically fit in all respects at the time of deployment.
- (e) Security Guard should perform their duty for eight hours per shift per location. Weekly off shall be provided after every six working days.
- (f) Security Guard shall perform duty in proper uniform and should be in possession of ID card. The Security Guard, while performing duty, shall use appropriate defensive measures, if required, only for his right to private defence as provided u/s 96 to 106 of the Indian Penal Code.
- (g) The Security Guards should be conversant with operation of different types of fire extinguishers, firefighting techniques, rescue techniques and basic first aid. They will also help the Fire Department Personnel in extinguishing the fire or in any other disaster management, when required.

#### 7. Duties of the Agency.

The security agency should ensure the following:-

- a. The security guards should be polite, cordial, positive and efficient, while handling the assigned work. Necessary training should be given by the agency before deploying them at site.
- b. The security guards should wear uniforms displaying agency's name and must carry ID card issued by the agency, when on duty.
- c. The agency should not deploy any guard who is prohibited by Law from being employed for fulfilling obligations under this Contract.
- d. The agency is also required to submit the list of guards with photo ID, address proof, etc. before deputing the guards. An attendance register shall be maintained at each site indicating number of guards deployed, for the inspection by NABARD officials/ representative.
- e. The agency, at its own cost, should arrange for Medical fitness Certificate of the Security Guards from Registered Medical Practitioners with qualification not less than M.B.B.S, before deployment of the guards.
- f. The agency, at its own cost, should arrange for Character and Antecedents Verification Certificate of the Security Guards from police, before deployment of the guards.
- g. The agency shall provide monsoon / winter gear, baton, torchlight etc as required for the security guards to perform their duties diligently.
- h. The security guards **SHOULD NOT**:-
  - i. Be under the influence of drugs, alcohol, tobacco, pan, gutkha etc. when inside the Bank's premises.
  - ii. Undertake any private work inside or outside the Bank's premises during the working hours.
  - iii. Involve in any altercations with bank staff or in any act of indiscipline / misconduct / theft / pilferage, which results in any loss to NABARD in kind / cash / reputation.

- iv. Suffer from any communicable diseases.
- i. The security agency should carry out periodic surprise checks at the sites and ensure that the above are scrupulously followed and the security guards are performing their duties diligently.
- j. The security agency should comply with all statutory laws, bye laws, rules and regulations of the Central Govt / State Govt governing the said contract and shall maintain records for the same.

**8. Duties to be performed by the Security Guards at NABARD Tower.**

- (a) The Security Guards should keep a watch over security and safety of NABARD Tower premises and guard against infiltration and against removal of bank's property by any unauthorized persons, whether from inside or outside the Bank.
  - (b) The guards at NABARD Tower shall be deployed at the main gate/reception/other places to ensure that unhindered access is provided for the bank staff, consultants, contract workers and other visitors, as per guidelines in vogue.
  - (c) The guards shall monitor movement of material IN /OUT of the premises and shall maintain necessary register / gate passes for the same.
  - (d) The guards shall patrol the premises, building etc during working hours and more so during off working hours / Saturdays / Sundays / Holidays so as to ensure that there is no breach in security.
  - (e) The guards, while patrolling, shall also observe whether there are any deficiencies, if any, affecting the safety and security like periphery lights not working, windows left open, PCs and electrical appliances left ON, water leakage, fire hazard etc. and report the same to the Caretaker / P&SO / appropriate authority.
  - (f) The guards shall ensure that all security systems like Access Control System / CCTV System/ Fire Alarm System / Fire Hydrant System / Fire Extinguishers etc are operational and report deficiencies, if any, to the Caretaker / P&SO / appropriate authority.
  - (g) The guards shall also ensure that parking of two wheelers and four wheelers of bank staff, visitors and contract workers are done in appropriate places.
  - (h) The guards shall also assist the Care Taker in closing or opening the office as per requirement of the Bank, when advised.
  - (i) The guards shall maintain all registers like visitor register, duty register, surprise checks register etc and shall periodically put up the same to P&SO / appropriate authority.
  - (j) In the event of any untoward incident like fire, flooding, earthquake, riots, demonstrations etc the guards shall form the part of Emergency Response Team and carryout damage control / rescue / first aid as per the instructions of the P&SO / appropriate authority.
9. Duties to be performed by the Security Guards at NABARD Gram Channi Rama, Jammu and NABARD Srinagar cell Near Presentation Convent, Rajbagh, Srinagar
- (a) The Security Guards should keep a watch over security and safety of NABARD Gram premises and guard against infiltration and against removal of bank's

property by any unauthorized persons, whether from inside or outside the Bank.

- (b) The guards at NABARD Gram shall be deployed at the main gate /other places to ensure unhindered movement of residents, contract workers, and other visitors, as per guidelines in vogue.
  - (c) The guards shall monitor movement of material IN /OUT of the premises and shall maintain necessary register / gate passes for the same.
  - (d) The guards shall patrol the premises, building etc during working hours and more so during off working hours / Saturdays / Sundays / Holidays so as to ensure that there is no breach in security.
  - (e) The guards, while patrolling, shall also observe whether there are any deficiencies, if any, affecting the safety and security like periphery lights not working, water leakage, fire hazard etc. They shall also ensure that the amenities provided in the colony like Community Hall, Gym, Garden, Play Area etc are not mis-utilized. The guards should report such deficiencies to the Caretaker/ P&SO / appropriate authority immediately.
  - (f) The guards shall ensure that all security systems like CCTV System/ Fire Alarm System / Fire Hydrant System / Fire Extinguishers etc are operational and report deficiencies, if any, to the Caretaker / P&SO / appropriate authority.
  - (g) The guards shall also ensure that parking of two wheelers and four wheelers of bank staff, visitors and contract workers are done in appropriate places.
  - (h) The guards shall maintain all registers like visitor register, duty register, surprise checks register etc and shall periodically put up the same to P&SO / appropriate authority.
  - (i) In the event of any untoward incident like fire, flooding, earthquake, riots, demonstrations etc the guards shall form the part of Emergency Response Team and carryout damage control / rescue / first aid as per the instructions of the P&SO / appropriate authority.
10. **Inspection:** The Caretaker / P&SO / Officers of NABARD may inspect the premises at any time to verify the security and safety of the premises.
11. **Settlement of Disputes:** In case of any default or failure on Agency'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 Agency and/or by taking recourse to appropriate recovery proceedings. The Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to guard(s) deployed in NABARD. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
12. The Agency shall keep NABARD indemnified against all claims whatsoever in respect of their guards deployed by it in NABARD. In case any guard of the Agency/Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency/Service Provider 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 Agency/Service Provider to NABARD or any person authorized by NABARD, on demand. Further, the Agency/Service Provider 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.

13. Work under the Agreement shall be continued by agency during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Vendor/Service Provider 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.
14. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager, Jammu & Kashmir Regional Office, Jammu and shall include, in respect of any power exercisable by him or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.
15. For any dispute, the decision of NABARD shall be final and binding upon the agency. However, 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 through court of law in Jammu.

### **Special Terms and Conditions**

1. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
2. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder 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 bidder, 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/bidder 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 the bid is found to be abnormally low to deliver/perform the contract.
3. NABARD reserves to change scope of work or to change the number of guards required during the contract period/extended period in such cases pro rata payment would be made to agency at the agreed cost.
4. NABARD reserves the right to demand change of guards, if required qualities are found lacking.
5. The agency will not change the guards without prior approval of NABARD.
6. The property will be handed over to the Agency on 'as is where is' basis and the agency shall ensure proper service to a reasonably satisfactory level.



## Definitions used in the Tender/Contract Agreement

"The Bank"/ "National"	Shall mean National Bank for Agriculture and Rural Development and shall include its assigns and successors.
"The party"	Shall _____ mean _____ M/s
"This"	Shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix and the specifications attached hereto which are duly signed.
"Notice in Writing"	written notice shall mean a notice in writing, typed or printed charter sent (unless delivered personally or otherwise proved to have been received) by registered post/Speed Post to the last known residential or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
"The Works"	Shall mean work of “ <b>Maintenance Contract for providing Security Services at NABARD Jammu &amp; Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar Cell, Srinagar for Three Years from 01-04-2024 to 31-03-2027</b> ”.

## **Clarifications**

Clarifications, if any, regarding the tender shall be address my mail to following email id  
– [dpsp.Jammu@nabard.org](mailto:dpsp.Jammu@nabard.org).

### **Declaration by the Tenderer**

We/I have read and understood fully 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.

(Signature with date of Authorized Signatories with seal of the firm)

Name & Designation :

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**Information about the Tenderer**  
**Checklist for Technical Evaluation**

1. Name of the Tenderer	
a. Head Office	
b. Registered Office at Jammu and Srinagar with details of Contact Person and Telephone Number	Provide details along with copy of valid Address Proof
c. E-Mail Address	
d. Name and Contact Details of the Nodal Officer for tender	
2. Type of the Organization (whether Sole Proprietorship/ Partnership/ Private Limited/ Limited or Cooperative Body etc.)	
3. Name of the Proprietor / Partners/ Directors of the organization	(a) (b) (c) (d)
4. Details of Registration (Whether Partnership firm, Company, etc.) - Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm	Provide details along with copy of relevant certificate
5. Date of commencement of Business in the field of providing Security Services at offices and residential colonies.	
6. Number of security guards available in the organization	(Details to be furnished in separate sheet)

7. Annual turnover of the company during last 3 years duly certified by a CA.	Attach CA Certificate and balance sheet/ P&L a/c statement and IT returns of the firm of last 3 years. FY 2022-23: FY 2021-22: FY 2020-21:
8. Whether any Civil Suit/Litigation arisen in the contracts executed during the last 7 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation	
9. Whether registered with EPFO	Provide details along with copy of relevant certificate
10. Whether registered with ESIC	Provide details along with copy of relevant certificate
11. Whether registered for GST	Provide details along with copy of relevant certificate
12. PAN details	Provide details along with copy of relevant certificate
13. Whether possessing valid PSARA License for providing security services in Jammu & Kashmir State / PAN India	Provide details along with copy of relevant certificate

14. Name and address of Bankers.

Name of Bank  
Branch and Address  
Account No  
Type of Account IFSC Code

Name of Bank  
Branch and Address  
Account No  
Type of Account IFSC Code

**[Enclose a cancelled cheque of principal banker]**

15. Details of places where Security Services has been provided in Offices of Govt./PSUs/Public Limited Company / reputed private organizations or residential colonies in the past 7 Years.

Sl	Organization	Contract		Contract Value (Rs.)	Guards Deployed	Name, Designation, Contact and email of authorized official at the organization responsible for the contract
		From	To			
1						
2						
3						
4						
5						
.						
.						

\* Copy of relevant work orders, work completion certificates, experience certificates should be enclosed.

16. I/We have submitted an amount of **₹403630/- (Rupees Four Lakh Three Thousand Six Hundred Thirty only)** towards Earnest Money Deposit (EMD) by remitting the amount through NEFT into the account below and UTR No is\_.

Payee Name : NABARD

Current Account No : NABADMN17

Name of the Bank : NABARD Head Office, Mumbai

IFS Code : NBRD0000002

### 17. Evaluation Parameters and Weightage Mark

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

Sr. No.	Evaluation Parameter	Weightage	Self-Rating mark
1.	<b>Average Turn Over in last 3 years</b>		
a.	₹ 2.00 crores and above	10	
b.	Above ₹ 1.5 crores but less than ₹ 2.00 crores	7	

c.	Less than ₹ 1.5 crores	5	
<b>2.</b>	<b>Average Net Profit in last 3 years</b>		
a	₹ 50.00 lakhs and above	10	
b	Above ₹ 10.00 lakhs but less than ₹ 50.00 lakhs	7	
c	Less than ₹ 10.00 lakhs	5	
<b>3.</b>	<b>Number of years in security services business</b>		
a	10 years and above	10	
b	More than 5 years but less than 10 years	7	
c	5 years (as on 31.03.2020)	5	
<b>4.</b>	<b>Empaneled/Services rendered with Banks, Govt. Org. (central/State) – attach work orders/client reports (as per Annexure IV of the tender document)</b>		
a	10 years and above	10	
b	More than 5 years but less than 10 years	5	
<b>5</b>	<b>Quality Related Certificates</b>		
a	ISO (5-10 Years)	10	
b	ISO (0-5 Years)	7	
c	Any other quality related certification	5	
<b>6.</b>	<b>Number of security Personnel on the roll of the agency in ESI/EPF</b>		
a	1000 or above	10	
b	501 to 999.	7	
c	100 to 499.	5	
<b>7.</b>	<b>Whether the agency a Private Limited Company</b>		
a	Yes	10	
b	No	5	
<b>8</b>	<b>Whether DGR empaneled agency</b>		
a	Yes	10	
b	No	0	

9.	<b>24*7 control center with availability of Quick Reaction Team (QRT) Services/team for quick deployment</b>		
a.	Yes	10	
b.	No	0	
10.	<b>Separate self-owned Training (NOT combined with the Corporate or other offices) center should have trained/certified instructors for training the guards ,with constructed area of not less than 1000 sq. ft.</b>		
a.	Yes	10	
b.	No	0	
	<b>TOTAL</b>	<b>100</b>	

Upload authenticated proof along with documents, for all the above parameters duly stamped & signed. **NOTE:** Minimum Qualifying Marks are 50 for consideration of your Bids. Criteria mentioned above are minimum requirements. The Bank at its discretion may upgrade/lower the criteria. No complaint on this account will be entertained.

Signature of the Bidder:

Name and Address of the Bidder:

Telephone No.:

Signature of Tenderer with date & Seal of the firm

**DRAFT AGREEMENT**

(On non-judicial stamp paper of value Rs 200/-)

**THIS AGREEMENT** is made at Jammu on this \_\_\_\_\_/\_\_\_/20\_\_

**BETWEEN**

National Bank for Agriculture and Rural Development (NABARD), a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051, having one of its Regional Office at NABARD Tower, Rail Head Complex, Near Saraswati Dham Railway Road, Jammu - 180012 herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

**AND**

M/s \_\_\_\_\_ (Proprietorship/partnership/firm/ Company) incorporated/registered under \_\_\_\_\_ Act, and having its place of business at \_\_\_\_\_ hereinafter referred to as 'Agency/Service Provider' (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

**WHEREAS**

1. NABARD is desirous of awarding of outsourcing **Maintenance Contract for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar cell, Srinagar near Convent School, Rajbagh** (Hereinafter referred to as the said NABARD) for the works specified in the scope of work and whereas the Agency/Service provider has offered to security services at NABARD Tower, NABARD Gram, and NABARD Srinagar cell near Convent School, Rajbagh as per the scope of work and details indicated in the instructions.
2. NABARD in consideration of the conditions and conventions to be observed by the Agency/Service provider has agreed to permit the Agency/Service provider to provide Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar cell near Convent School, Rajbagh , Srinagar as hereinafter set out.

**NOW, THE AGREEMENT WITNESSES THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-**

1. The contract shall commence from **01/04/2024 and shall continue till 31/03/2027** (for a period of 03 Years) unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of service, breach of contract, reduction or cessation of the requirements etc.



2. Revision to rates of any component, other than minimum wages and statutory wage components, shall only be allowed after initial contract period on mutually agreed basis. The Agency/Service Provider shall, in that event, make a request in writing in this behalf to NABARD one month prior to the expiry of the current contract/extended contract period.
3. The Agency/Service provider shall provide guards as tabulated below for Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower) and Residential Colony (NABARD Gram) at Jammu.

<b>Sl.</b>	<b>Premises</b>	<b>Number of Guards Required</b>
1	NABARD Tower	06 Unarmed Security Guards (3 day and 3 night) 02 Unarmed Security Guard (General Shift)
2	NABARD Gram	06 Unarmed Security Guards (03 day and 3 night) 02 Unarmed Security Guard (General Shift)
3	NABARD Srinagar cell	01 Unarmed Security Guard (General Shift)
<b>Total</b>		<b>17 Unarmed Security Guards</b>

4. As compensation for provision of Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram) and NABARD Srinagar cell, Srinagar as per the details given in Scope of Work in the tender document, NABARD shall pay the agency as per rates specified in **Schedule I** of the agreement.
5. The Scope of Work as enumerated in **Schedule II** of the agreement and other terms and conditions / statutory compliances as mentioned in the tender document is part and parcel of this contract and binding on the parties. The Agency/Service provider shall ensure that all items of works specified in the scope of work are carried out, to the satisfaction of the Bank.
6. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Agency shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the Bank will not in any way be liable or responsible for any default / irregularities. Any penalty imposed on NABARD by any statutory authority on this account shall be directly recovered from agency's any bill or earnest money deposited with NABARD. The agency shall indemnify NABARD of any responsibility on this account and or any penalties imposed on the Agency's part.
7. The Agency should have valid license for carrying out the work relating to this Contract as per the existing laws in Jammu & Kashmir UT/ PAN India. The guards employed by the Agency should also have the experience in providing security services in office and residential colonies.

8. The Agency 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 agency to comply with any Labour Regulations. The agency shall maintain attendance register of his guards employed at each site and wage register for payment (at least minimum wages as per Central Govt or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The agency shall submit the monthly payment records to the guards employed by it.
9. The agency shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of guards so employed and deployed in NABARD and the guards so employed and deployed in NABARD shall remain under the overall control and supervision of the agency. The guards deployed by the agency 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 agency's guards 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 agency should ensure timely payment to its guards deployed in the premises and compliance of all statutory provisions relating to Minimum Wages Act 1948, Provident Fund and Employees State Insurance, etc. (Amended time to time) in respect of the guards deployed by them in NABARD. The payment of wages shall not be linked to the payment of bills from NABARD.
11. The Agency shall be responsible to fulfil all the obligations in connection with other labour laws, leave, salary, uniform, identity cards, ex-gratia etc. (as applicable). The agency shall liaise with Labour Deptt. of UT Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
12. The Agency 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 guards employed by it. The original Insurance Policy should be submitted to NABARD immediately after award of work. The CAR policies are required to be at least 1.25 times of the contract value.
13. The agency shall maintain all statutory registers under the applicable law. The Agency/Service Provider shall produce the same, on demand, to NABARD or any other authority under law.

14. The Agency shall be fully responsible and shall indemnify the Bank 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 Agency or his agents and/or his employees or guards. The decision of the Bank in this regard shall be final and binding.
15. The bank shall pay to the Agency, on monthly basis, the charges **for providing Security Services** as indicated in schedule I of agreement against the satisfactory service and bills raised by the agency. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any guard including supervisor employed by the Agency for duties at the said premises.
16. The Bank shall deduct IT TDS and / or GST TDS and any other taxes which it may be required to, under any law for the time being in force, from the payment to be made to the Agency for the services rendered to the Bank. A certificate of tax so deducted at source in the prescribed format will be issued to the Agency.
17. The agency shall submit collective bills for NABARD Tower, NABARD Gram and NABARD Srinagar cell. While submitting the monthly bill, the agency shall submit all the required documents/statements/ work completion reports countersigned by the Caretaker of the Bank as desired and/or demanded. Further, the proof of statutory payments such as Minimum Wages, EPF and ESI to the guards for the preceding month are to be produced by the agency for settlement of bills of succeeding month.
18. The compensation shall normally be payable to the party by NABARD within 02 weeks from the date of receipt of the bill (complete in all respect as specified by NABARD from time to time) for the month for which services have been rendered to the satisfaction of the Bank. The payment of wages shall not be linked to the payment of bills from NABARD.
19. NABARD reserves the rights to levy penalty for unsatisfactory performance as mentioned under.
  - a. In case of **unsatisfactory performance** brought to the notice of Bank, **Rs 1000/-** per incident will be deducted from the monthly bill.
  - b. In case of **inappropriate behavior** by the security guard, **Rs 1000/-** per incident will be deducted from the monthly bill when such incident is brought to the notice of Bank.
  - c. The amount of penalty to be recovered for **misuse / damage / breakages of equipment / articles** provided by the bank, except due to fair wear and tear, shall be finalized by NABARD at its own discretion.
  - d. Such penalty shall be recovered from monthly bills / performance security deposit / any other payment due to the agency.

20. The Vendor/Service Provider shall keep and maintain, at a conspicuous place in the said premises a complaint/suggestion register in which complaints/suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or officer(s) of the Bank so deputed by him. The Vendor/Service Provider shall put up the complaint register once in a week on Monday morning and if Monday were to be a public holiday or by any other reasons the Bank remains closed on any Monday, the same shall be submitted on the next working day immediately following that Monday. The Chief General Manager will take such action in respect of each complaint or suggestion as the case may be and the Vendor/Service Provider shall be obliged to take remedial/rectification measures as instructed by the Chief General Manager.
21. The Agency/Service Provider should carry out the rotation of its guards deployed within its client organization during the contract period.
22. The contract shall normally expire **after Three Years i.e. 31/03/2027, if** no further extension is given. The contract shall be terminated by the bank immediately without any notice in case of the following cases and the security deposit with the bank shall be forfeited.
- a. Breach of Agreement or Repeated unsatisfactory performance. The Agency shall not be entitled to any compensation for such termination.
  - b. Noncompliance of labour laws, minimum wages and other statutory acts / laws in vogue as required by the contract.
  - c. The agency 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 agency.
  - d. For any reason whatsoever, the agency becomes disentitled in law to perform his obligations under this agreement.
  - e. There is any variation in the ownership/partnership or management of the agency or its business without the prior approval in writing of the Bank to such variation.
23. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to guard(s) deployed in NABARD. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
- a. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably
  - b. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, such unsettled dispute or difference shall be referred for arbitration by sole arbitrator, mutually agreed upon by the parties, in accordance with the Arbitration and Conciliation Act, 1996.
  - c. If no agreement is arrived at within 60 days from the date of receipt of notice by the other party, as to who shall be the sole arbitrator, NABARD shall send to the Vendor/Service Provider, a list of names of three persons who shall be presently unconnected with NABARD. Vendor/Service Provider shall on receipt

- of the names as aforesaid, select any one of the persons so named to be appointed as the sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without any delay appoint the said person as the sole arbitrator.
- d. If Agency/Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Vendor/Service Provider/Service Provider.
  - e. If the person so appointed is unable or unwilling to act or refuses his/her appointment or vacates his/her office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
  - f. The venue of the arbitration shall be **Jammu** under the exclusive jurisdiction of the courts at **Jammu** only.
  - g. The award shall be final and binding on both the parties.
24. The Agency shall keep NABARD indemnified against all claims whatsoever in respect of their guards deployed by it in NABARD. In case any guard of the Agency/Service Provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency/Service Provider 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 Agency/Service Provider to NABARD or any person authorized by NABARD, on demand. Further, the Agency/Service Provider 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.
25. Work under the Agreement shall be continued by agency during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Vendor/Service Provider 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.
26. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager, **Jammu & Kashmir Regional Office, Jammu** and shall include, in respect of any power exercisable by him or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.
27. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the Agency/Service provider shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the Vendor/Service Provider

by giving three months' notice and by the Bank by giving one month's notice.

28. Any notice, for the purpose of this contract, has to be sent in writing to the other party by registered post with 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.
29. On expiry of or on early termination of the contract, the Agency and its guards shall vacate the said premises, without in any way causing any damage to the said premises and/or the property therein.
30. The agreement shall be interpreted and have effect in accordance with the law of India.
31. The terms and conditions as enumerated in tender is part and parcel of this contract and binding on the parties. The Vendor/Service Provider shall ensure that all items of work specified in the scope of work is attended to.
32. This agreement is being executed in duplicate. NABARD shall keep the original and the Agency/Service Provider shall keep the duplicate.
33. The Agency/Service Provider shall bear the expenses for stamp duty on this Agreement for both the original and the duplicate copy.
34. NIT, Tender Document with all Annexures, Enclosures, Price Bid etc will be part of the agreement.

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

Signed, sealed and delivered  
By Shri  
CGM/GM/DGM  
for and on behalf of NABARD

In the presence of

- 1.
- 2.

Signed, sealed and delivered  
By Shri  
the duly authorized signatory  
for and on behalf of the Agency/  
Service Provider

In the presence of

- 1.
- 2.

## SCHEDULE - II OF AGREEMENT

### **Scope of Work**

1. NABARD is desirous of having a reputed private security agency responsible for providing Security Services at NABARD Jammu & Kashmir Regional Office (NABARD Tower), Residential Colony (NABARD Gram), Jammu and NABARD Srinagar cell, Near Convent School, Rajbagh Srinagar.
2. NABARD Jammu & Kashmir Regional Office (NABARD Tower) includes one main building G+5 Floors and Basement. The said premises includes all the covered areas within the boundary wall like electrical room lift room terrace etc. and also the vacant/fallow landfalling within the boundary wall and pukka construction between the gate and the road.
3. NABARD Residential Colony (NABARD Gram) include three residential blocks viz. Block '2', Block '3', Block '4', Block '5', Block '6', Block '7' and Block '8'. The said premises includes all the covered areas within the boundary wall like Dispensary, Community Hall, Gymnasium, Electrical Room, Care Taker Office etc. and also the vacant/fallow land falling within the boundary wall and pukka construction between the gate and the road.
4. NABARD Srinagar cell include 5 rooms in one floor at Hotel Ashai Annexe Behind Presentation Convent School Rajbagh, Srinagar - 190008
5. The scope may increase or decrease during the contract period. The minimum number of guards required is as tabulated below.

<b>Sl.</b>	<b>Premises</b>	<b>Number of Guards Required</b>
1	NABARD Tower	06 Unarmed Security Guards (3 day and 3 night ) 02 Unarmed Security Guard (General Shift)
2	NABARD Gram	06 Unarmed Security Guards (03 day and 3 night 02 Unarmed Security Guard (General Shift)
3	NABARD Srinagar cell	01 Unarmed Security Guard (General Shift)
<b>Total</b>		<b>17 Unarmed Security Guards</b>

#### **6. Qualitative requirements (QR) for security guards.**

The Qualitative Requirements (QR) of Security Guards for NABARD Tower and NABARD Gram are as below:-

- (a) The guards should be able to communicate in Hindi / Urdu/ English /Kashmiri (for Srinagar cell) in order to perform their duties efficiently.
- (b) The Security Guard shall be deployed at NABARD Tower or NABARD Gram of Srinagar cell , as per discretion of Bank.
- (c) Age of the Security Guard at the time of first deployment should not be above 55 years.
- (d) Security Guard should have been released from his parent service in medical category SHAPE-I or equivalent and be medically fit in all respects at the time of deployment.

- (e) Security Guard should perform their duty for eight hours per shift per location. Weekly off shall be provided after every six working days.
- (f) Security Guard shall perform duty in proper uniform and should be in possession of photo-identity card provided to them by their employer i.e., the agency.
- (g) The Security Guards, while performing duty, shall use appropriate defensive measures, if required, only for his right to private defence as provided u/s 96 to 106 of the Indian Penal Code.
- (h) The Security Guards should be conversant with operation of different types of fire extinguishers, firefighting techniques, rescue techniques and basic first aid.. They will also help the Fire Department Personnel in extinguishing the fire or in any other disaster management, when required.

## 7. Duties of the Agency.

The security agency should ensure the following:-

- (a) The security guards should be polite, cordial, positive and efficient, while handling the assigned work. Necessary training should be done by the agency before deploying them at site.
- (b) The security guards should wear uniforms displaying agency's name and must carry ID card issued by the agency, when on duty.
- (c) The agency should not employ any guard who is prohibited by Law from being employed for fulfilling obligations under this Contract.
- (d) The agency is also required to submit the list of guards with photo ID, address proof, etc. before deputing the guards. An attendance register shall be maintained at each site indicating number of guards deployed for the inspection by NABARD officials/ representative.
- (e) The agency, at its own cost, should arrange for Medical fitness Certificate of the Security Guards from Registered Medical Practitioners with qualification not less than M.B.B.S, before deployment of the guards.
- (f) The agency, at its own cost, should arrange for Character and Antecedents Verification Certificate of the Security Guards from police, before deployment of the guards.
- (g) The agency shall provide monsoon / winter gear, baton, torchlight etc as required for the security guards to perform their duties diligently.
- (h) The security guards **SHOULD NOT**:-
  - i. Be under the influence of drugs, alcohol, tobacco, pan, gutkha etc. when inside the Bank's premises.
  - ii. Undertake any private work inside or outside the Bank's premises during the working hours.
  - iii. Involve in any altercations with bank staff or in any act of indiscipline / misconduct / theft / pilferage, which results in any loss to NABARD in kind / cash / reputation.
  - iv. Suffer from any communicable diseases.
- (i) The security agency should carry out periodic surprise checks at the sites and ensure that the above are scrupulously followed and the security guards are performing their duties diligently.



- (j) The security agency should comply with all statutory laws, bye laws, rules and regulations of the Central Govt / State Govt governing the said contract and shall maintain records for the same.

#### **8. Duties to be performed by the Security Guards at NABARD Tower.**

- (a) The Security Guards should keep a watch over security and safety of NABARD Tower premises and guard against infiltration and against removal of bank's property by any unauthorized persons, whether from inside or outside the Bank.
- (b) The guards at NABARD Tower shall be deployed at the main gate/reception/other places to ensure that unhindered access is provided for the bank staff, consultants, contract workers and other visitors, as per guidelines in vogue.
- (c) The guards shall monitor movement of material IN /OUT of the premises and shall maintain necessary register / gate passes for the same.
- (d) The guards shall patrol the premises, building etc during working hours and more so during off working hours / Saturdays / Sundays / Holidays to ensure that there is no breach in security.
- (e) The guards, while patrolling, shall also observe whether there are any deficiencies, if any, affecting the safety and security like periphery lights not working, windows left open, PCs and electrical appliances left ON, water leakage, fire hazard etc. and report the same to the Caretaker / P&SO / appropriate authority.
- (f) The guards shall ensure that all security systems like Access Control System / CCTV System/ Fire Alarm System / Fire Hydrant System / Fire Extinguishers etc are operational and report deficiencies, if any, to the Caretaker / P&SO / appropriate authority.
- (g) The guards shall also ensure that parking of two wheelers and four wheelers of bank staff, visitors and contract workers are done in appropriate places.
- (h) The guards shall also assist the Care Taker in closing or opening the office as per requirement of the Bank, when advised.
- (i) The guards shall maintain all registers like visitor register, duty register, surprise checks register etc and shall periodically put up the same to P&SO / appropriate authority.
- (j) In the event of any untoward incident like fire, flooding, earthquake, riots, demonstrations etc the guards shall form the part of Emergency Response Team and carryout damage control / rescue / first aid as per the instructions of the P&SO / appropriate authority.

#### **9. Duties to be performed by the Security Guards at NABARD Gram and NABARD Srinagar Cell .**

- (a) The Security Guards should keep a watch over security and safety of NABARD Gram premises and guard against infiltration and against removal of bank's property by any unauthorized persons, whether from inside or outside the Bank.
- (b) The guards at NABARD Gram shall be deployed at the main gate /other places to ensure unhindered movement of residents, contract workers, and other visitors, as per guidelines in vogue.

- (c) The guards shall monitor movement of material IN /OUT of the premises and shall maintain necessary register / gate passes for the same.
- (d) The guards shall patrol the premises, building etc during working hours and more so during off working hours / Saturdays / Sundays / Holidays to ensure that there is no breach in security.
- (e) The guards, while patrolling, shall also observe whether there are any deficiencies, if any, affecting the safety and security like periphery lights not working, water leakage, fire hazard etc. They shall also ensure that the amenities provided in the colony like Community Hall, Gym, Garden, Play Area etc are not mis-utilized. The guards should report such deficiencies to the Caretaker/ P&SO / appropriate authority immediately.
- (f) The guards shall ensure that all security systems like CCTV System/ Fire Alarm System / Fire Hydrant System / Fire Extinguishers etc are operational and report deficiencies, if any, to the Caretaker / P&SO / appropriate authority.
- (g) The guards shall also ensure that parking of two wheelers and four wheelers of bank staff, visitors and contract workers are done in appropriate places.
- (h) The guards shall maintain all registers like visitor register, duty register, surprise checks register etc and shall periodically put up the same to P&SO / appropriate authority.
- (i) In the event of any untoward incident like fire, flooding, earthquake, riots, demonstrations etc the guards shall form the part of Emergency Response Team and carryout damage control / rescue / first aid as per the instructions of the P&SO / appropriate authority.

10. **Inspection:** The Caretaker / P&SO / Officers of NABARD may at any time inspect the premises to verify the security and safety of the premises.

**Contract for providing Security Services at NABARD  
Jammu & Kashmir Regional Office (NABARD Tower)  
and Residential Colony (NABARD Gram), Jammu and  
Srinagar Cell Near Presentation Convent, Rajbagh,  
Srinagar**

**(01-04-2024 to 31-03-2027)**

**PRICE BID**

<b>1 Security Guard (Unarmed) for 26 Days</b>				
<b>Sl</b>	<b>Particulars</b>	<b>Remarks</b>	<b>Rates / Percentage</b>	<b>Amount per month (Rs.)</b>
a	Basic Wages plus VDA	For 26 days (as per latest Central govt. min. wages)	832	21,632.00
b	EPF @ 12% of Sl 1 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	12%	1,800.00
c	EDLI @ 0.5 % of Sl 1 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	0.5%	75.00
d	EPF Admin Charges @ 0.5 of Sl 1 (a)	The contributions are payable on maximum wage ceiling of Rs.15,000/-per month or revised from time to time.	0.5%	75.00
e	ESI @ 3.25% of Sl 1 (a)	The contributions are payable where the monthly wages are below Rs.21,000/- or revised from time to time.	3.25%	0
f	Sub Total			23,582.00
<b>2 Relieving charges for Security Guard (Unarmed) for 4 days</b>				
<b>Sl</b>	<b>Particulars</b>	<b>Remarks</b>	<b>Rates / Percentage</b>	<b>Amount per month (Rs.)</b>
a	Basic Wages plus VDA	For 4 days (as per latest Central govt. minimum wages)	832	3,328.00

<b>I</b>	<b>Total Wage per month for 01 Security Guard (Unarmed) including Reliever Charges</b>	<b>Sl 1 (f) + Sl 2 (f)</b>	<b>26,910.00</b>
<b>II</b>	<b>Total Wage per month for 17 Security Guards (Unarmed) including Reliever Charges</b>	<b>Sl (I) X 17</b>	<b>4,57,470.00</b>
<b>III</b>	Service Charge @ _____ %	To be quoted as Percentage over Sl II	
<b>IV</b>	<b>Total</b>		
<b>V</b>	GST @ 18 %		
<b>VI</b>	<b>Total Charges for providing Security Services per Month</b>		
<b>VII</b>	<b>Annual Contract Value(VI*12)</b>		
<b>VII I</b>	<b>Total Contract Value(VII*3)</b>		

### Signature of Authorized Signatories

**NOTE:**

1. Rates should be firm for first 03 years of Contract period. Revision to rates of any component, other than minimum wages and statutory wage components, shall only be allowed on mutually agreement basis after 2 years.
2. The charges indicated above are as per Minimum Wages payable to employees in Watch & Ward (Without Arms) deployed in Area 'B' for 8 Hours Shift per Day, with effect from 01.04.2024. The same will be revised as and when the rates are revised by the Chief Labour Commissioner (Central).
3. Agencies shall, **wherever applicable**, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) **to the eligible** guards and the same is payable to agency on reimbursement basis on production of proof of payment.
4. Service Charges claimed by agency should include management and supervisory charges including Agency's Profit, materials required on monthly basis wherever the tender requires the agency to bear the cost of materials, tools and equipment as per

requirement, uniform for labourers, other overheads, etc. Agencies are advised to quote service charges after due diligence which should be reasonable and workable.

5. Bids quoted with service charges less than **3.85 % or more than 7 %** would be treated as unresponsive and invalid, which are liable for rejection.
6. IT TDS and / or GST TDS as applicable shall be deducted by the Bank as per extant guidelines.

(Signature with date of Authorized Signatories)

Name:

Designation:

Seal of firm

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