



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD)**

**NATIONAL BANK STAFF COLLEGE (NBSC), LUCKNOW**

**NOTICE INVITING TENDERS (NIT) FOR SECURITY SERVICES**

**NAME OF THE BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALENDAR OF EVENTS**

- i. Tender document will be available from 21 January 2019**
- ii. Pre Bid meeting – 1100 hrs. on 28 January 2019**
- iii. Submission of Tender by 1400 hrs. on 11 February 2019**
- iv. Opening of Tender (Technical Bid) - 1600 hrs. on 11 February 2019**

**The Principal,  
National Bank Staff College (NBSC)  
Sector-H, LDA Colony  
Kanpur Road, Lucknow-226012**

**This tender consists of 46 pages**

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## NOTICE INVITING TENDER

Ref No. NB.LKO/ 498 / Security AMC / 2018-19

Dated 21 January 2019

To,

M/s .....

Dear Sir/s,

### Tender for Annual Maintenance Contract for Providing Security Services at NABARD's entire campus at National Bank Staff College (NBSC), Lucknow

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as "NBSC") situated at Sector- H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide the required number of uniformed, trained manpower for the security services to its campus situated at the above address which also houses Bankers institute of Rural Development (BIRD).

The Request for Proposal document will be available from the Office of the Principal, NBSC, Sector- H, LDA Colony, Kanpur Road, Lucknow. The tender document shall be issued by hand from 21<sup>st</sup> January 2019 to 11<sup>th</sup> February 2019 between 10 am to 4 pm on payment of non-refundable amount of **Rs.590/-** (Rupees Five Hundred Ninety Only). Tender document can also be downloaded from NABARD's website: [www.nabard.org](http://www.nabard.org) and also from NBSC's website: [www.nbsc.in](http://www.nbsc.in). The firms downloading the application form and other documents related to the work from the website will have to pay non-refundable charges of **Rs.590/-** (Rupees Five Hundred Ninety Only) by directly crediting into our account. Only those sealed cover tenders will be accepted which either would be deposited in the box kept in the office of NBSC, Lucknow for the said purpose or may be sent to this office by registered post/speed post. The tender deposited /received in any other mode like fax, e-mail, courier etc. will not be accepted.

Last date for submission/receipt of tender(s) is 11<sup>th</sup> February 2019 till 1400 Hrs. and will be opened by the Tender / Local Purchase Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day at 1600 Hrs. in the Office of NBSC. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered.

**Sd/-**

(Shankar Doraiswamy)  
Deputy General Manager,  
National Bank Staff College,  
Lucknow – 226012

## SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be obtained from our office or can be downloaded from	
	website:	<a href="http://www.nabard.org">www.nabard.org</a> / <a href="http://www.nbsc.in">www.nbsc.in</a>
	From	<b>21 January 2019</b>
	To :	<b>11 February 2019</b>
Tender Processing Fees	<p>Non-refundable amount of <b>Rs.590/-</b> (Rupees Five Hundred Ninety Only) or the firms downloading the application form and other documents related to the work from the website will have to pay non-refundable charges of <b>Rs.590/-</b> (Rupees Five Hundred Ninety Only) by directly crediting into our account:-</p> <p>Payee Name : National Bank Staff College, Lucknow</p> <p>Current Account No : <b>912020055439842</b></p> <p>Name of the Bank: <b>Axis Bank Ltd.</b></p> <p>Address : 25 B, Ashok Marg, Sikandar Bagh Chauraha, Lucknow</p> <p>IFSC Code : <b>UTIB0000053</b></p>	
Pre-Bid meeting (optional)	<b>1100 hrs. on 28 January 2019</b>	
Last date of submission of Tender	<b>Up to 1400 hrs. on 11 February 2019</b>	
Opening of Technical Bids	<b>1600 hrs. on 11 February 2019</b>	
Opening of Commercial Bids	<p>Authorized representatives of vendors may be present during opening of the Technical Bids. <b>However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.</b></p> <p>On a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.</p>	
<b>Contact Details :</b>		
Address for Communication And submission of bid.	National Bank Staff College, 1 <sup>st</sup> floor DPSP Section, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012	
Telephone	Landline	0522 2421065
		0522 2424694

## INSTRUCTIONS TO BIDDERS

### **1. GENERAL:-**

- 1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide security of its campus and monitoring and surveillance of the entire campus including offices, residential buildings etc. The detailed scope of work is mentioned in Annexure-II.
- 1.2 **The campus houses two institutes – (a) NABARD’s training institute namely National Bank Staff College (NBSC) and (b) Bankers’ Institute of Rural Development (BIRD). The tender is being floated by NABARD for the above campus. As such wherever services are to be provided for NBSC as mentioned in the running document, the same should also be provided to the other institute, which is Bankers’ Institute of Rural Development (BIRD). The rates and service charges should be quoted as one bid. However, as two separate institutes are involved, hence, the successful bidder would be required to execute an agreement with NABARD through Principal, NBSC, wherein BIRD is a confirming party in the agreement and the selected bidder/contractor is required to raise separate bills for both the institutes as described later in this tender document (Item 57.1 on page 19).**

### **2. ELIGIBLE BIDDERS:-**

- 2.1. All security agencies who are providing similar kind of services for at least ten (10) consecutive years and having annual average turnover of **Rs. 45 Lakhs** during the last three financial years for security services alone, out of which, at least one similar work costing not less than **Rs. 150 lakhs** in the books of accounts and being run by Ex-Servicemen/Ex-Para-military men.
- 2.2. The bidder should have the experience of completion of similar works in any of the Autonomous Institutions / RBI / Universities / Public Sector Undertakings of the Government of India or Public Sector Banks or any other State Government or Local Bodies/Municipalities etc.
- 2.3. Should have a valid license from the Government of Uttar Pradesh under Private Security agencies Regulation Act, 2005 (PSAR Act, 2005).
- 2.4. Must have ISO 9001:2000 certification.
- 2.5. Must have been awarded similar contracts at Lucknow by minimum of 3 parties, of which at least one must be a Public Sector Bank with minimum of 45 guards deployed in one location, at least one must be a Central Government Department, and one a Private Bank / Reputed Private Company with minimum 45 guards deployed in one location. These contracts must have been awarded during the preceding three years.

### 3. **QUALIFICATION OF THE BIDDERS:-**

- 3.1. **Pre-contract Integrity Pact as in Annexure III may be filled and submitted in a SEPARATE ENVELOPE, failing which the tender will not be considered.**
- 3.2. The Bidder shall apply only through their authorized signatories.
- 3.3. (a) Memorandum of Understanding shall be provided in case the Bidder is a Joint venture/Consortium/Partnership.  
(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;  
(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.  
(d) The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of **PAN card** under the Income Tax Act and also **GST registration**.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the NBSC, Lucknow subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

### 4. **ONE BID PER BIDDER:-**

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

## **5. COST OF BID:-**

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

## **6. VISIT TO PREMISES AT LUCKNOW:-**

The bidder is required to provide securities services to NBSC, Lucknow and is advised to visit and acquaint himself with the site and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the campus of the NBSC, Lucknow and is aware of the operational conditions prior to the submission of the tender documents.

## **7. TENDER DOCUMENTS:-**

### **7.1. Contents of Tender Documents.**

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Tender form for providing security services (Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Evaluation criteria for Technical and Financial Points (Annexure-IV)
- (g) Check list for Pre-qualification Bid (Annexure-V)
- (h) Check list for Technical Evaluation (Annexure-VI)
- (i) Undertaking (Annexure-VII)
- (j) Form of Bank Guarantee for Bid Security (Annexure-VIII)
- (k) Form of Agreement (Annexure-IX)
- (l) Form of Bank Guarantee of Performance Security (Annexure-X)
- (n) Pre Contract Integrity Pact (Annexure-III)
- (o) Price Bid for Security Services (Annexure-XI)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

## **7.2. CLARIFICATION OF TENDER DOCUMENT**

- 7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the, NBSC, Lucknow.
- 7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of, NBSC, Lucknow during the prebid meeting scheduled on 28 January 2019. Any such clarification, together with all details on which clarification had been sought, may be issued as corrigendum to the tender document.
- 7.2.3. Except for any such written clarification by the NBSC, Lucknow which is expressly stated to be an addendum to the tender document issued by the Office of The Principal, NBSC, Lucknow (concerned Section), no written or oral communication, presentation or explanation by any other employee of the NBSC, Lucknow shall be taken to bind or fetter the NBSC, Lucknow under the contract.

## **8. PREPARATION OF BIDS**

### **8.1. Language**

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **8.2. Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.
- 8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 8.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) as per details mentioned in Clause 8.7 below.
- 8.2.4. The bid shall be addressed to the Principal, NBSC, Lucknow and submitted in the Office of the Principal, NBSC, Lucknow (concerned Section) at the address given in the Tender document.
- 8.2.5. The Bidder (each member in case of joint venture/consortium/partnership firms/ company) shall furnish the details regarding total number of works, as stated in Clause A.2.2. (a)(b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.



### **8.3. BID PRICES:-**

- 8.3.1. Bidder shall quote the rates in Indian Rupees / the service charges in percentage terms for the entire contract on a 'single responsibility' basis such that it covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at NBSC, Lucknow.
- 8.3.2. The rates and prices quoted by the Bidder shall be inclusive of GST.
- 8.3.3. The remuneration payable to the guards shall be commensurate with the minimum wages declared by the Central Govt. at any point of time. All the existing statutory requirements such as ESI / EPF, GST, Group Insurance, other taxes etc. shall be dealt with as per existing laws / instructions. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 8.3.4. Conditional bids/offers will be summarily rejected.

### **8.4. FORM OF BID:-**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder is a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participants thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

### **8.5. Currencies of Bid and Payment:-**

- 8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

### **8.6. Duration of Contract:-**

The contract may be valid initially for **Twenty Four (24) months** and the Principal, NBSC, Lucknow reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two (02) years. However, if for any reason the contract is terminated by any of the parties, the contractor shall provide his services till NBSC makes another or alternate arrangement.

### **8.7. BID SECURITY:-**

- 8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs. 3 Lakh** in the form of an Account Payee DD in favour of The Principal, NBSC, Lucknow along with the tender document. The Bid Security may also be directly

credited in our Current Account, the details of which are:-

Payee Name : National Bank Staff College, Lucknow  
Current Account No : **912020055439842**  
Name of the Bank : **Axis Bank Ltd.**  
Address : 25 B, Ashok Marg, Sikandar Bagh Chauraha,  
Lucknow  
IFSC Code : **UTIB0000053**

The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

- 8.7.2. Any Tender not accompanied by Bid Security shall be rejected. No exemption shall be provided to any vendor / supplier including those exempted under any Act / Rule / Regulation from depositing Tender Fee and Earnest Money Deposit.
- 8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 8.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security by the NBSC, Lucknow and after signing the contract agreement.
- 8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the NBSC, Lucknow.

#### **8.8. Format and Signing of Bid:-**

- 8.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid. All the pages of the tender document and supporting documents may be serially numbered.
- 8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the NBSC, Lucknow, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

#### **9. Submission of Bids:-**

- 9.1.1. The bidder shall submit the Pre-qualification Bid and Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

9.1.2. The sealed cover of Pre-qualification Bid and Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs. 3 Lakhs in the form of an Account Payee DD in an acceptable form in favour of The Principal, NBSC, Lucknow along with the Tender document. The Bid Security may also be directly credited in our Current Account. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (b) Self-attested copy of PAN card under Income Tax Act;
- (c) Self-attested copy of GST Registration Number;
- (d) Self-attested copy of Valid Registration No. of the Agency/Firm;
- (e) Self-attested copy of valid Provident Fund Registration Number;
- (f) Self-attested copy of valid ESI Registration Number;
- (g) Self-attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
- (h) Proof of valid DGR sponsorship or proof of being run by Ex-serviceman/ex-Para-Military personnel;
- (i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;
- (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations; and
- (k) Duly filled and signed Annexures-V, VI and VII.

9.1.3. The sealed cover of Price Bid should contain Annexure-XI i.e. Price bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the Principal, NBSC, Lucknow and will be put in the Tender Box which is available in the Administrative Block of the NBSC, Lucknow at the following address.

9.1.5. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

ADDRESS

**THE PRINCIPAL  
NATIONAL BANK STAFF COLLEGE (NBSC),  
SECTOR – H, LDA COLONY, KANPUR ROAD  
LUCKNOW – 226 012**

## **9.2 Late and Delayed Tenders:-**

- 9.2.1. Bids must be received in the NBSC, Lucknow at the address specified above not later than the date and time stipulated in the Notice Inviting Tender (NIT). The NBSC, Lucknow may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the NBSC, Lucknow and the Bidder will be the same.
- 9.2.2. Any bid received by the NBSC, Lucknow after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **10.1 Bid Opening and Evaluation:-**

- 10.1.1. The authorized representatives of the NBSC, Lucknow will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- 10.1.3. Conditional bids will also be summarily rejected.
- 10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.
- 10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

## **10.2 Right to accept any Bid and to reject any or all Bids:-**

- 10.2.1. The NBSC, Lucknow, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2. The NBSC, Lucknow, may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Govt departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.
- 10.2.3. The NBSC, Lucknow, may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

## **11.1 Award of Contract:-**

- 11.1.1. The NBSC, Lucknow, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2. The NBSC, Lucknow, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the NBSC, Lucknow will pay to the contractor in

consideration of the execution of work/services by the contractor as prescribed in the contract.

- 11.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-IX within a period of 30 days from the date of issue of Work Order.
- 11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Work Order for an amount of **Rs.3 Lakhs** in the form of an Account Payee DD in an acceptable form in favour of The Principal, NBSC, Lucknow along with the Tender document. The EMD of the successful bidder may be converted into RMD / Performance Security and shall not carry any interest whatsoever. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

#### **TERMS AND CONDITIONS OF THE CONTRACT**

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. **Contractor shall provide Security Guards as per the following present requirements:-**

<b>Location</b>	<b>No of Guards / Supervisors</b>	<b>Remarks</b>
National Bank staff College (NBSC), Lucknow and its residential areas	<b>16 / 00 = 16</b>	Total in three shifts
Bankers Institute of Rural Development (BIRD), Lucknow and its residential areas	<b>28 / 03 = 31</b>	Total in three shifts
<b>Total for the entire campus</b>	<b>44 / 03 = 47</b>	Total in three shifts

2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Payment of Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NBSC, Lucknow and to the concerned Labour Department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving

particulars of the employees engaged for the NBSC, Lucknow works, is required to be submitted to the NBSC, Lucknow. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time the NBSC, Lucknow is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract, duly furnishing particulars of personnel engaged for the NBSC, Lucknow.

4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the NBSC, Lucknow and NBSC, Lucknow shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the NBSC, Lucknow. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the NBSC, Lucknow, regarding payment of wages as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards.
6. All liabilities arising out of accident or death while on duty of the security personnel shall be borne by the contractor. The contractor shall cover all his employees with a comprehensive Group Insurance policy. The contractor shall indemnify the NBSC, Lucknow against all liabilities arising out of any such accidents or deaths.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the NBSC, Lucknow.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the NBSC, Lucknow and shall not knowingly lend to any person or company any of the effects of the NBSC, Lucknow under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own Establishment / set up / mechanism / Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13. That in the event of any loss occasioned to the NBSC, Lucknow, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NBSC, Lucknow, the said loss can claim from the contractor up to the value of the loss. The decision of the Principal, NBSC, Lucknow will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NBSC, Lucknow may issue from time to time and which have been mutually agreed upon between the two parties.
15. The NBSC, Lucknow shall have the right, within reason, if any person employed by the contractor is considered to be undesirable or otherwise, to inform to the contractor and contractor shall replace such person immediately.
16. The contractor shall be responsible to maintain all property and equipment of the NBSC, Lucknow entrusted to it.
17. The contractor will deploy supervisors as agent of the contractor and the instructions given to the supervisor by NBSC will be deemed to be instructions given to the contractor. The supervisor shall be required to follow the instructions of NBSC, Lucknow and ensure that the work done accordingly.
18. The contractor will ensure that the persons deployed by them are dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- on each occasions and habitual offenders in this regard shall be liable to be replaced from the campus. The penalty on this account shall be deducted from the Contractor's bills.
19. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/Attendants and should project an image of utmost discipline. The NBSC, Lucknow shall have right to have any person moved in case of patient/staff complaints or as decided by representative of the NBSC, Lucknow if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
20. **The eight hours shift generally will be:-**  
**First Shift - 0600 hrs. To 1400 hrs,**  
**Second Shift - 1400 hrs. To 2200 hrs. And,**  
**Third Shift - 2200 hrs. To 0600 hrs.**  
But the timings of the shift are changeable and shall be fixed by the NBSC, Lucknow from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the NBSC, Lucknow for double duty, if any.
21. The personnel will have to report to the NBSC, Lucknow security office at least 15 minutes in advance of the commencement of the shift for collecting necessary

documents / instructions, and to complete all other required formalities as approved by the NBSC, Lucknow.

22. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the NBSC, Lucknow and the contractor / his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the NBSC, Lucknow.
23. Any damage or loss caused by contractor's persons to the NBSC, Lucknow in whatever form would be recovered from the contractor.
24. The NBSC, Lucknow will give basic training / familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
25. In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the NBSC, Lucknow and the same shall be deducted from the contractor's bills.
  - a. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.
  - b. In case any public complaint is received attributable to misconduct / misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the NBSC, Lucknow immediately.
  - c. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NBSC, Lucknow reserves the right to impose the penalty as detailed below:-
    - i) 5% of cost of order/agreement per week, upto four weeks' delays.
    - ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR or from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
26. The contractor shall ensure that its personnel shall not at any time, without the consent of the NBSC, Lucknow in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NBSC, Lucknow and shall not disclose to any information about the affairs of NBSC, Lucknow. This clause does not apply to the information, which becomes public knowledge.



27. Contractor / successful bidder shall ensure that no person involved in any litigation against any of the offices of NABARD / NBSC / BIRD shall be deployed under any circumstances.
28. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.

## **29. Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

30. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
31. 'WORK ORDER' means the notice issued by the NBSC, Lucknow to the contractor communicating the date on which the work/services under the contract are to be commenced.
32. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the NBSC, Lucknow for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the NBSC, Lucknow.
- 33. The contract period will be initially for a period of Twenty Four (24) months from 01 April 2019 to 31 March 2021 extendable twice for one year each, if the services of the service provider firm are found satisfactory.**
34. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the NBSC, Lucknow shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
35. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NBSC, Lucknow may, failing

payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NBSC, Lucknow from the contractor.

36. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NBSC, Lucknow, such money shall be deemed to be payable by the contractor to the NBSC, Lucknow within seven days. The NBSC, Lucknow shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
37. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
38. The contractor shall indemnify and hold the NBSC, Lucknow harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
39. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).
40. **The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 25 and 55 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the contractor. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.** Manpower so engaged shall be trained for providing security services and firefighting services before joining. During this training, contractor shall have to arrange for substitute for the staff undergoing training.
41. **The contracting agency shall employ at least 50% manpower from the category of Ex-Servicemen. The maximum age of guards shall not exceed the age of 55 years.** The contractor shall provide proof of Ex-Servicemen and NBSC, Lucknow shall get it verified on its own. Security staff other than ex-servicemen shall be minimum 10<sup>th</sup> pass and training minimum of five days duration for providing security and firefighting services.
42. The contractor shall ensure to provide at least one female security guard in each shift.
43. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
44. Security staff engaged by the contractor shall not take part in any staff union and association activities.
45. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / sticks and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

46. Agency will provide mobile phones / walkie-talkies to all security guards at their own cost to ensure effective timely communication between them.
47. The NBSC, Lucknow shall not be responsible for providing residential accommodation to any of the employee of the contractor.
48. The NBSC, Lucknow shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. **The NBSC, Lucknow does not recognize any employee employer relationship with any of the workers of the contractor.**
49. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the NBSC, Lucknow from the agency.
50. If any underpayment is discovered, the amount shall be duly paid to the agency by the NBSC, Lucknow.
51. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the NBSC, Lucknow etc.
52. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month. The employer's portion of ESI / EPF shall be reimbursed only on submission of proof of depositing the contribution towards PF/ESI.
53. The contractor shall disburse the wages to its staff deployed in the NBSC, Lucknow every month through ECS or by Cheque in the presence of representative of the NBSC, Lucknow.
54. The contractor should have round the clock control room service in Lucknow along with quick response teams to deal with emergent situations.

**55. PAYMENT**

**56.1. The contractor shall be required to raise two separate bills for monthly payments as per distribution of guards mentioned above in clause 1 of Terms and Condition on page 13 - One bill for 16 guards addressed to The Principal, NBSC, Lucknow and the Second bill for 28 guards and 03 supervisors addressed to The Director, BIRD, Lucknow. Supervisors will be paid wages of Armed Guard under Minimum Wages of Govt. of India.**

56.2. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets of the contractor duly verified by the Caretaker of the Bank Colonies, attested by the officer nominated by the bank and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

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

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

(c) The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.

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

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

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

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

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

(e) The service provider should submit the bill in accordance with the above time schedule.

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

<b>Name of Employee:</b>	<b>Designation</b>
<b>Month:</b>	<b>No. of Days present:-</b>
<b>SALARY STATEMENT</b>	<b>ESI No.</b>
<b>Payable / Paid</b>	<b>PF No.</b>
BASIC	DEDUCTIONS AMOUNT
BONUS	EPF (%)
HRA	ESI (%)
GRATUITY	DEDUCTIONS
OTHERS ALLOW.	(TAXES AND ANY
	OTHER CHARGES)
GROSS WAGES	TOTAL DEDUCTION:-
NET PAYABLE (Rs.)	

56.2. Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.

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

56.4. Deduction will be done proportionally from the salary.

56.5. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by the Bank, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Premises immediately. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements.

#### **OBLIGATION OF THE CONTRACTOR:**

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

#### **58. Dispute Resolution**

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole arbitrator appointed by the Principal NBSC, Lucknow.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow only.

#### **59. JURISDICTION OF COURT**

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

**National Bank Staff College, Lucknow**

**TENDER FORM FOR PROVIDING SECURITY SERVICES**

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

1. Cost of tender : Rs \_\_\_\_\_ (In words)
2. Due date for tender
3. Opening time and date of tender
4. Names, address of firm/Agency  
and Telephone numbers. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Registration No. of the Firm/  
Agency. \_\_\_\_\_
6. Name, Designation, Address  
and Telephone No. of  
Authorized person of Firm/ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Agency to deal with. \_\_\_\_\_
8. Please specify as to whether  
Tenderer is sole proprietor/  
Partnership firm. Name and  
Address and Telephone No.  
of Directors/partners should  
specified. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8A. Copy of PAN card and Copy of previous Financial Year's Income Tax Return.
- 8B. Copy of GST Registration Certificate.
9. Provident Fund Account No. \_\_\_\_\_

10. ESI Number \_\_\_\_\_

11. License number under \_\_\_\_\_  
Contract Labour (R&A) Act.

12. Details of Bid Security deposited:

(a) Amount \_\_\_\_\_ :

(b) FDR No. or DD No. or Bank \_\_\_\_\_  
Guarantee in favour of \_\_\_\_\_

(c) Date of issue:

(d) Name of issuing authority:

13. Any other information:

14. Declaration by the bidder:

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

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

**National Bank Staff College, Lucknow**

**SCOPE OF WORK OF THE CONTRACTOR**

The contractor shall have to provide the security services in the NBSC, Lucknow. The estimated cost of tender is approx. Rs. 60 Lakhs (Rupees Sixty Lakhs).

The contractor shall ensure protection of the personnel & property of the NBSC, Lucknow, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the NBSC, Lucknow building.

**DUTIES AND RESPONSIBILITY OF SECURITY STAFF:**

1. The Security Supervisor will be responsible for overall security arrangement of the concerned NBSC, Lucknow covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned NBSC, Lucknow.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the NBSC, Lucknow will keep the Identity cards with them for checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the NBSC, Lucknow and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the NBSC, Lucknow.
9. Security personnel shall also ensure door keeping duties.



10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the NBSC, Lucknow.
11. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the NBSC, Lucknow. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the NBSC, Lucknow may be incorporated in the agreement. The same shall also be binding on the contractor.

## **ANNEXURE-IV**

### **EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS**

Scoring of ten marks will be based on Annual Turnover, Manpower on roll, experience of running security services, volume of work performed in preceding years, trained Sanitation/Hygiene Supervisory Staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (NBSC, Lucknow may fix the marks accordingly).

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

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

**NATIONAL BANK STAFF COLLEGE, LUCKNOW****CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page document placed</b>
1.	<p><b>A)</b> Bid Security (<b>EMD</b>) of Rs. _____ (Rupees in words) in the form of DD/Bank Guarantee issued by any scheduled commercial bank in favour Of the National Bank Staff College, Lucknow valid for 45 days beyond the Tender validity period.</p> <p><b>B)</b> Tender Processing Fees of Rs. 590/- (Rupees Five Ninety Only)</p>	
2.	<p>One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.</p>	
3.	<p>Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VII).</p>	
4.	<p>Self-attested copy of the PAN card with copy of Income-Tax Return of the last three financial years.</p>	

5.	Self-attested copy of Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Self-attested copy of valid Provident Fund Registration number.	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of valid DGR sponsorship or proof of being run by an Ex-Serviceman/Ex-Paramilitary man (as applicable)	
11.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
12.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
13.	GST registration Any other documents, if required.	

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

**P.S.:** Bidder should serially number all the pages of the tender document and supporting documents.

**NATIONAL BANK STAFF COLLEGE, LUCKNOW**  
**Checklist for Technical Evaluation**

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Lakhs)		
2.	Clientele (last 03 years)		
3.	Experience of running Security services (in years)		
4.	Volume of work done during last three financial years as specified in the NIT.		
5.	Single work of more than Rs. _____ during three years.		
6.	A. Valid License under PSAR Act, 2005 B. EMD / PAN / GST / Other documents attached		
7.	A. Total Manpower on roll B. Trained Civilian/Ex-Military/Ex-Paramilitary personnel.		
8.	Training set-up [No. of Trainers]		
9.	Has your firm ever been blacklisted? If yes please give reasons in a separate sheet of paper		
10.	ISO Certification of the firm (Yes/No)		

**Note:**

1. Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided. Extra sheets of paper may be attached for details (if required).
2. Checklist for Technical Evaluation *is only indicative* and may be revised by NBSC Lucknow at its sole discretion at the time of evaluation.

**(ON THE LETTER HEAD OF THE SECURITY AGENCY)**

**UNDERTAKING**

To

The Principal,  
National Bank Staff College,  
Lucknow

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1976 and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 50% security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards.
5. I/We do hereby undertake that complete security of the NBSC, Lucknow shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.\_\_\_\_\_ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

## ANNEXURE-VIII

### FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 8.7.1 of the NIT) (To be stamped properly as per applicable law)

KNOW ALL MEN by these present that we \_\_\_\_\_  
(Name and address of Bank), having our registered office at \_\_\_\_\_  
(hereinafter called "the Bank") are bound unto The NBSC, Lucknow - 226012  
(hereinafter called "NBSC, Lucknow") in sum of  
Rs. \_\_\_\_\_ for which payment will and truly to be  
made to the said Employer, the Bank binds himself, his successors and assigns by these  
presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the  
Bidder") has submitted his bid dated \_\_\_\_\_ for providing Security  
Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of  
Rs. \_\_\_\_\_ (Amount in figures and words) as Performance Security  
against the Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the  
request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the NBSC, Lucknow may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the NBSC, Lucknow and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - a. The Bidder, in case the bid is accepted by the NBSC, Lucknow, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
  - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or

(ii) If the Bidder refuses to accept the corrections of errors in his bid; or

(iii) If the Bidder having been notified of the acceptance of his bid by

the NBSC, Lucknow during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the contract is terminated for the reason that the agency is blacklisted in any PSU / PSB / or in any other departments of State Governments / Union Government.

WE undertake to pay to the NBSC, Lucknow upto the above amount upon receipt of their first written demand, without the NBSC, Lucknow having to substantiate their demand provided that in their demand the NBSC, Lucknow will note that the amount claimed (i), (ii), (iii) (a), (iii) (b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
	Signature of Authorized Signatory of Confirming Party Bankers' Institute of Rural Development, Lucknow
(Signature of Witness 1) Name of Witness Address of Witness	(Signature of Witness 1) Name of Witness Address of Witness
(Signature of Witness 2) Name of Witness Address of Witness	(Signature of Witness 2) Name of Witness Address of Witness



**ANNEXURE-IX**

**NATIONAL BANK STAFF COLLEGE, LUCKNOW**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between National Bank for Agriculture and Rural Development (NABARD) through the Principal, National Bank Staff College, Lucknow (hereinafter called “the NBSC, Lucknow” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the NBSC, Lucknow for providing safety, monitoring and surveillance of their premises at Sector H, LDA Colony, Kanpur Road, Lucknow - 226012.

NOW THIS AGREEMENT WITNESSETH as follows:-

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

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

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

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

4. The NBSC, Lucknow hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ (Rupees in words \_\_\_\_\_ )

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

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

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

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
	Signature of Authorized Signatory of Confirming Party  Bankers' Institute of Rural Development, Lucknow
(Signature of Witness 1) Name of Witness Address of Witness	(Signature of Witness 1) Name of Witness Address of Witness
(Signature of Witness 2) Name of Witness Address of Witness	(Signature of Witness 2) Name of Witness Address of Witness

**ANNEXURE-X**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

(To be stamped properly as per applicable law)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the “Bank”) of the one part and the NBSC, Lucknow (hereinafter called the “NBSC, Lucknow”) of the other part.
2. WHEREAS the NBSC, Lucknow has awarded the contract for Security services contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the “contract”) to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the NBSC, Lucknow the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the NBSC, Lucknow, the Bank is engaged to pay the NBSC, Lucknow, any amount up to and inclusive of the aforementioned full amount upon written order from the NBSC, Lucknow to indemnify the NBSC, Lucknow for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the NBSC, Lucknow immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the NBSC, Lucknow any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the NBSC, Lucknow agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood

that the Bank will extend this Guarantee under the same conditions for the required time on demand by the NBSC, Lucknow and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the NBSC, Lucknow in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the NBSC, Lucknow for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “the National Bank Staff College, Lucknow”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_(Month)\_\_\_\_\_ (year) being herewith duly authorized.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
	Signature of Authorized Signatory of Confirming Party Bankers' Institute of Rural Development, Lucknow
(Signature of Witness 1) Name of Witness Address of Witness	(Signature of Witness 1) Name of Witness Address of Witness
(Signature of Witness 2) Name of Witness Address of Witness	(Signature of Witness 2) Name of Witness Address of Witness

## PRICE BID FOR SECURITY SERVICES

<u>S No</u>	<u>Designation</u>	<u>Number of manpower required per day</u>	<u>*Rate of Service Charge in % of total wages paid to guards and supervisors together or in rupees</u>
	Security Guard	44	
	Security Supervisor	03	

\* Rate of service charge will be exclusive of Minimum wages and applicable taxes but will be inclusive of weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, etc. Other than the minimum wages, service charge and applicable taxes, NBSC will not be making any payment under this bid to the selected bidder.

1. The **Security Guard** will be considered under the **Semi-skilled category**. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the NBSC, Lucknow for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. The remuneration payable to the guards shall be commensurate with the minimum wages declared by the Govt of India from time to time. The agency may levy the Service Charge on the minimum wages. The contractor will supply the documentary evidence of crediting the salary of guards and PF/ESI challan and payment sheet of all guards and supervisors deputed or any other document specified by NBSC in this regard along with their next month bill. Otherwise bill for next month will not be processed and the contract will be terminated. Contractors shall also provide address and Identity proof and mobile number of all guards so deputed in the campus.
2. Taxes etc. will be payable as per prevalent laws.
3. Contractor shall provide suitable number of relievers to provide weekly off to guards as per Contract labour (R&A) Act. They shall also comply with all statutory requirements / rules / laws.
5. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
6. The contract period will be initially for a period of Twenty Four (24) months from 01 April 2019 to 31 March 2021 extendable twice for one year each, if the services of the service provider firm are found satisfactory.
7. The number of manpower required shown above is indicative and the actual quantity may vary.
8. The bidders may quote the rates in Indian Rupees.
9. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the**

**tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection. All pages of tender document and supporting documents shall be serially numbered by the bidder.**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri \_\_\_\_\_ (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/ has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.
- 2.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
- 2.5 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or



any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **Previous Transgression**

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

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

### **Earnest Money (Security Deposit)**

4.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 3, 00,000/-as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments.

A. Bank Draft or a Pay Order in favour of NAABRD

B. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

C. Any other mode or through any other instrument (as specified in the RFP)

4.2 The Earnest Money/ Security Deposit shall be valid upto a period of One year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

### **Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

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

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

C. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

D. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for

any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

G. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

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

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

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

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

5.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

### **Fall Clause**

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

### **Independent Monitors**

7.1 The BUYER has appointed Independent Monitor Shri \_\_\_\_\_ (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

#### **Facilitation of Investigation**

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

#### **Law and Place of Jurisdiction**

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

#### **Other Legal Actions**

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

#### **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

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

Signature of Authorized Signatory  
of National Bank Staff College, Lucknow

Signature of Authorized Signatory  
of Confirming Party  
Bankers' Institute of Rural Development,  
Lucknow

(Signature of Witness 1)  
Name of Witness  
Address of Witness

(Signature of Witness 1)  
Name of Witness  
Address of Witness

(Signature of Witness 2)  
Name of Witness  
Address of Witness

(Signature of Witness 2)  
Name of Witness  
Address of Witness

\*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**ANNEXURE-XII**

**Client's Report**

(On Client's Letter Head)

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place

(Office Seal)

Place:

Date: