Quotation for Annual Maintenance of Office Premises
Address: NABARD, 3rd Floor, Nizari Bhavan, Menezes Braganza Road, Panaji, Goa-403 001

To,
The Chief General Manager,
National Bank for Agriculture and Rural Development
3rd Floor, Nizari Bhawan,
Menezes Braganza Road,
Panaji, Goa – 403 001

Name of the Agency:

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Note:
1. EMD of Rs.12,000.00 will be deposited with NABARD as security deposit.
2. Rates quoted should be strictly in accordance with Minimum Wages Act, 1948 and amendments thereof.
3. Quotations to be submitted latest by 21st March 2022
4. Contract period 01 April 2022 to 31.03.2023
5. Contract will be as per terms and conditions of the contract Agreement (Copy enclosed).
6. Cleaning material shall be provided by the Bank.
7. The charges quoted would be exclusive of GST.
To,
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TERMS AND CONDITIONS
AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

1. NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Office Maintenance/ Housekeeping (hereinafter referred to “the said works”) of its premises at 3rd Floor, Nizari Bhavan, Menezes Braganza Road, Panaji, Goa-403 001 (hereinafter collectively referred to as “the said Premises”) for the period from 01.04.2022 to 31.03.2023.

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

3. The contract shall commence from 01.04.2022 and shall continue till 31.03.2023 unless it is curtailed or terminated by NABARD owning to deficiency of services, substandard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a agreed sum of per month during the period of agreement to the Contractor for carrying out the said works in the said Premises. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2023 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Goa/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

4. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2023 as indicated. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.

5. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period, in consultation with NABARD.

6. The Contractor should make discreet inquires about the character and antecedents of the persons whom they are deploying in NABARD.

7. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
   i. List of individuals deployed Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.Certification of verification of antecedents of persons by local Police authority.
   ii. In the event the deployed persons go on leave, the contractor should provide temporary replacement for such persons, by advance intimation to NABARD, indicating full particulars of the persons being temporarily deployed with NABARD and period for which such persons are being deployed.
8. All deployed manpower shall wear Identity card/s provided by the office every day during working hours. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

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

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

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

12. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to supervise efficient and smooth operations by the persons deployed by him.

13. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

14. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.

15. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

16. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its
employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.

17. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD.

18. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent.

19. The Contractor’s personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.

20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.

21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officer of Regional Office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.

24. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.

25. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month, irrespective of receipt of payment from NABARD.

26. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

27. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.

28. In case of breach of any terms and conditions of this Agreement, the said contract entered into between NABARD and Contractor would be deemed as null and void.
29. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

30. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

31. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months’ notice in advance. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

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

33. NABARD shall bear the stamp duty on this agreement. NABARD shall keep the original of this agreement and the Contractor shall keep a copy.