

02 April 2018

(For empanelled agencies only)

M/s.

Dear Sir

**Notice Inviting Tender – Annual Maintenance Contracts for Housekeeping at Bank’s Regional Office Building at Punnen Road, Statue, Thiruvananthapuram for the period 01.05.2018 to 31.03.2019**

NABARD invites tenders for the housekeeping works at its Regional Office Building at Punnen Road, Statue, Thiruvananthapuram. The contract is renewable (one year at each time) for 2019-20 and 2020-21 subject to the satisfactory performance of the contractor during 2018-19 and other mutually agreed terms and conditions of the contract.

<b>Sl. No.</b>	<b>Location</b>
1	NABARD Regional Office Building at Punnen Road, Statue, Thiruvananthapuram, Kerala

2. We invite you to submit tender for the captioned work. The offer shall be in two parts, viz., Technical Bid and Price Bid.

The tenderer has to enter into **Integrity Pact** on a Rs. 200/- non judicial stamp paper at tenderer’s cost with the Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.

3. You will be required to enclose EMD for Rs.32,600/- (Rupees thirty two thousand six hundred only) in the form of Demand Draft / Pay Order drawn on any Nationalised / Scheduled Bank payable at Thiruvananthapuram in favour of “NABARD”.

4. Tenders without EMD will be rejected.

5. The Tenderer has to quote for all the items in the Bill of Quantities (BOQ) failing which the tender will be treated as incomplete.

6. Tenderers are advised to visit the Regional Office building as stated above, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates. Sealed tender in the prescribed tender document should be addressed by name to, "**Shri R Sundar, Chief General Manager, National Bank for Agriculture and Rural Development, Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695 001**".

7. The Technical Bid along with EMD may be submitted in sealed envelope superscribed "**Technical Bid and EMD: Annual Maintenance Contract for the Housekeeping services at NABARD Regional Office building for the period 01.05.2018 to 31.03.2019**".

**8. The price bid has to be submitted in separate sealed envelope with superscription "Price Bid (NABARD Regional Office Building): AMC for Housekeeping Services for the period 01.05.2018 to 31.03.2019".**

**9. Care should be taken to submit price bid in separate envelope only.**

The technical bid and price bids in separate envelopes may be put in a bigger envelope and superscribed with "AMC tender for Housekeeping Services for the year 01.05.2018 to 31.03.2019 for NABARD Regional Office Building".

**10. The envelope containing the tender/s complete in all respects, duly signed by the tenderer and sealed as necessary, should be submitted to NABARD, Regional Office, Statue, Thiruvananthapuram latest by 14.30 Hours on 18 April 2018.**

**11. Late tenders will not be accepted under any circumstances.**

The Bids will be opened on **18 April 2018 at 16.00 hrs** at the above address in the presence of the tenderers or their authorised representatives who choose to be present. It may be noted that Price Bid envelopes shall be opened only in respect of those tenderers who have complied with the requirements as laid down in **Pre-Qualification criteria / technical bid**. The decision of the Bank in this regard shall be final. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to reject the tender and not to open the price bid.

**12. If the last date of receipt of opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.**

**13. The tender will be rejected if any bidder proposes any deviation from the prescribed requirement. NABARD reserves its right to accept or reject any tender, either in whole or in part, without assigning any reasons for doing so. NABARD does not bind itself to accept the lowest or any tender at all. Tenderer shall have to furnish Rate Analysis for the scrutiny of rates by NABARD, if required.**

**14. Tenders which do not fulfil all or any of NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own special conditions are liable to be rejected.**

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

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

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

- I. **The Contract period will be from 1st May 2018 to 31 March 2019.** The same may be renewed for two more years (one year at each time) if services are found satisfactory as per mutually agreed terms and conditions. The renewal shall be on sole discretion of NABARD.
- II. Validity of offer will be for 90 days from the date of opening of price bids.
- III. The EMD of successful tenderer shall be retained by NABARD towards Security Deposit (SD). Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

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

19. A pre-bid meeting has been arranged on **11 April 2018** at 15.00 Hrs in NABARD, Regional Office, Punnen Road, Statue, Thiruvananthapuram. You may attend the meeting after understanding the scope of work and visiting the site to seek required clarification, if any.

20. For any further clarification, the applicant may contact on 0471-2701673 and 0471-2701638 during office hours.

Yours faithfully

**(K Suresh Kumar)**  
**Asst. General Manager**

Encl: Tender Document

**Tender**  
**For**

**Annual Maintenance Contract**  
**for**  
**Housekeeping services at**  
**NABARD's Regional Office Building**  
**at Punnen Road, Statue, Thiruvananthapuram**  
**for the period 01.05.2018 to 31.03.2019**



**Department of Premises, Security and Procurement,**  
**NABARD Regional Office,**  
**Punnen Road, Statue, Thiruvananthapuram – 695 001**  
**[dpsp.trivandrum@nabard.org](mailto:dpsp.trivandrum@nabard.org)**

Date of issue of tender document	02 April 2018
Date of pre-bid meeting	15:00 hrs on 11 April 2018
Due date for submission of tender	14:30 hrs on 18 April 2018
Date and time of opening technical bids	16:00 hrs on 18 April 2018
Earnest Monet Deposit	Rs. 32,600.00

Sign and seal of tenderer

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Sign and seal of tenderer

## **Pre Contract Integrity Pact**

*(to be executed on non judicial stamp paper of Rs. 200)*

### **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 getting executed the work of Annual Maintenance Contract for Housekeeping Services at NABARD Regional Office Building at Thiruvananthapuram and the BIDDER is willing to offer/ has offered the work 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 work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling 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.

2 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**

3 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 :-

3.1 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.

3.2 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 disfavour to any person in relation to the contract or any other contract with the Bank.

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

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

3.5 The 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.

3.6 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.

3.7 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.

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

3.9 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.

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

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

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

3.13 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.

#### **4. Previous Transgression**

4.1 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.

4.2 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.

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

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.34,000.00 as Earnest Money/ Security Deposit, with the BUYER through Bank Draft or a Pay Order in favour of NABARD

5.2 The Earnest Money/ Security Deposit shall be valid upto a period of five years 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.

5.3 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.



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

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the 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:-

- i. 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.
- ii. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. 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.
- v. 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.
- vi. To debar the BIDDER from participating in future bidding processes of NABARD for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- vii. 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.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (vii) 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.

6.3 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.

## **7 Fall Clause**

7.1 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.

## **8. Independent Monitors**

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

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

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

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

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

8.6 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.

8.7 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.

8.8 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.

## **9. 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.

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

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

## **11. Other Legal Actions**

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

12. **Validity**

12.1 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.

12.2 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.

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

BUYER

Name of the Officer

Designation

NABARD

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER

Chief Executive Officer

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**Name of work : House-keeping services at NABARD RO Building at  
Punnen Road, Statue, Thiruvananthapuram**

**FORMAT OF TECHNICAL BID**

( A ) Name of the firm and Composition of the Firm	
(Full particulars (whether the Tenderer is an individual / partnership firm / company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document.)	
(a.1) Registered Head Office Address	
(a.2) Local Office Address	
(a.3) Year of establishment	
( B ) Work Experience  (Details of work experience as per the requirements in the pre-qualification criteria supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other centre should also be given.)	
( C ) Credit worthiness of the Tenderer & Turn Over during the specified period  (Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed	

in proof of their credit worthiness and Turn Over for the last three years ending 31.03.2017.)	
<p>( D ) Name(s) and address(es) of the Bankers and their present contact executives</p> <p>(Written information about the names and address of their bankers along with full details like names, postal address, e-mail IDs, telephone (landline &amp; mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)</p>	
<p>( E ) Details of Bank accounts</p> <p>(Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)</p>	
<p>( F ) Name(s) and address(es) of the Clients and their present Executives</p> <p>(Written information about the names and address of their clients along with full details like names, postal address, e-mail IDs, telephone (landline &amp; mobile No.s), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) should be furnished.)</p>	
<p>( G ) Details of the completed works</p> <p>(The client wise names of work(s), year(s) of execution of work(s) awarded and actual costs of executed works, names and full contact details of the officers / authorities / departments under whom the works(s) was / were executed should be furnished.)</p>	
<p>( H ) Details of persons engaged</p> <p>(The Tenderer should furnish the no. of persons engaged by him for each of his clients with details of qualification of each person and details of job assigned to him / job handled by him.</p>	
( I ) Litigation & civil suits	

(The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)	
( J ) Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration	
<b>( K ) Details of Registration with Provident Fund and ESIC</b>	
( L ) Whether registered for GSTN/ service tax purposes. <b>If so, Also furnish relevant copies.</b>	
( M ) Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.	

Signature of the Tenderer / Authorized person on behalf of the Firm / Organization  
(Authorisation letter/power of attorney to be enclosed)

Place :

Date :

**1. Details of Key Administrative Personnel:**

<b>SN</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Professional Experience</b>	<b>No. of years associated with the firm</b>

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

(To be submitted in Tenderer's own Letter head)

No. ....

Date : .....

To

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Kerala Regional Office  
Punnen Road, Statue  
Thiruvananthapuram - 695 001

Dear Sir,

**Prequalification of contractors under Housekeeping Annual Maintenance Contract for NABARD's Regional Office Building for the period 01.05.2018 to 31.03.2019.**

With reference to your Notice dated ..... 2018, I / We offer our services as AMC contractor for Housekeeping works in NABARD's Regional Office Building at Punnen Road, Statue, Thiruvananthapuram.

We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.

All the desired information in the prescribed format i.e. format of technical bid, documents and certificates as required by you, are enclosed herewith for your perusal.

Thanking you.

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

(Tenderer's Seal)



## **Letter of Undertaking from the Contractor**

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Kerala Regional Office  
Punnen Road, Statue  
Thiruvananthapuram – 695 001

Dear Sir,

### **Annual Maintenance Contract for Housekeeping services at NABARD's Regional Office Building for the period 01.05.2018 to 31.03.2019.**

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

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

(I) \_\_\_\_\_

(II) \_\_\_\_\_

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

Yours faithfully

(Name and signature of the tenderer)

Place:

Date:

**National Bank for Agriculture and Rural Development**

**General Terms and Conditions**

**Annual Maintenance Contract for Housekeeping Services at  
NABARD's Regional Office Building for a contract period  
from 01.05.2018 to 31.03.2019**

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
3. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. **No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.**
4. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.
5. **Monthly/ Quarterly/ Periodical** payments will be made in the case of Housekeeping AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Security Officer/Bank's Officer to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.
6. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
7. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
8. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.
9. The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience in their trade.
10. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy)** for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to

NABARD immediately after award of work. The **CAR policies are required to be at least for 1.25 times of the contract value.**

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

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

The following requisites are to be fulfilled by the contractor:

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

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

15. **Annexure I:-** The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure I.
16. **Annexure II:-** (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – II ; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.
17. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed

in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

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

before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by NABARD officials/representative.

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

30. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.
31. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD's residential/Office premises.
32. The engaged staff shall also undertake other specific work related with/without housekeeping works and other works during working hours as per instruction of ACT/P&SO, if required.
33. **Termination of agreement:** "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if
- (a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
  - (b) the contractor commits a breach of any terms and conditions of this agreement and/or
  - (c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
  - (d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
  - (e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
34. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
35. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.
36. On site storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials.
37. The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.

38. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.
39. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.
40. It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.
41. **Validity of Offer** : 90 days from the date of opening of the price bid.
42. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.
43. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

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

Signature of the Tenderer :  
Name and Seal :

Place :  
Date :  
Address :



**National Bank for Agriculture and Rural Development**  
**Annual Maintenance Contract for Housekeeping Services at NABARD's  
Regional Office Building at Punnen Road, Thiruvananthapuram for a  
contract period from 01.05.2018 to 31.03.2019**

**INSTRUCTIONS for filling the tender**

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay / loss in post or non-receipt of Quotations / Tender Documents.
3. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly super scribed with name of work should be submitted in the Office of the Chief General Manager, National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695 001. The last date of receipt of Tender is on or before **14.30 hours on 18 April 2018** and Bids will be opened at **16.00 hours on 18 April 2018**. Revision in date and time, if any, would be conveyed.
4. Bids submitted by unauthorised agents and FAX / Telegraphic bids shall not be entertained / considered.
5. Rates should include all items pertaining to the housekeeping works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.
6. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the Bidder / Tenderer.
7. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.
8. If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.
9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviatonal Tenders may be rejected without making any reference to the Tenderers.
10. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
  - a) When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.

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

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

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

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

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

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

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

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

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

15. The decision of NABARD in awarding the work shall be final.

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

17. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

**DECLARATION BY THE CONTRACTOR**

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

Place :

(Signature of the Tenderer)

Date

Address :

Name and Seal :

**National Bank for Agriculture and Rural Development**  
**Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram**

**Annual Maintenance Contract for Housekeeping Services  
at NABARD Building at Punnen Road, Thiruvananthapuram  
for a contract period from 01.05.2018 to 31.03.2019**

**SCOPE OF WORKS**

**1. Daily Cleaning**

**(A) Sweep and Clean**

- Sweep and clean all floor areas except work stations in two floors.
- Damp moping of tiles, mosaic/vitrified floors, staircases, elevators, floor, doors, partitions, glass, sidewalls and podium entrance areas.
- Keeping the floors free of dirt, mud, sand, footprints, liquid spills and other debris.
- Moving and underneath cleaning of chairs, trash, receptacles.
- Cleaning more frequently as required during inclement weather. On completion, the floors and halls to have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or standing water.
- Machine scrubbing of all granite floors/ mosaic floors, after sweeping.
- Sweep and clean of debris from walkways and driveways and clean them with water hose.
- Cleaning of artificial plants/ paintings etc.
- Dusting & cleaning with cloth of furniture, wall panelling, glass panels, glass etc.
- Perfume spraying in all cabins daily (supplying of standard approved perfumes also in the scope of works)

**(B) Trash removal**

- Emptying all waste paper baskets from all floor areas, and washing / wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located.
- Collection of waste from waste paper baskets and depositing in the building's waste containers.
- Segregating and disposal off waste safely outside the campus through governmental or non-governmental machinery of all dry and wet garbage/waste, kitchen remains, etc.
- Clean sweeping, collection and removal of dry leaves in the premises, etc.

**(C) Glass surface cleaning**

- Cleaning (damp and dry) of all glasses at entrance doors/ glass partitions /glass panelling of the premises.
- Cleaning of all glass table tops, cabin doors, cabin partitions and glass accessories in all floors except two floors.

- Removal of grease marks or finger prints from glass counters and partitions using all-purpose cleaner and lint free cloth or paper towels. Cleaning of ceiling fungus/ cobwebs/ dust / water dampness as required.

**(D) Washroom cleaning (to be carried out once in three-hour basis)**

- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable non-abrasive cleaners and disinfectants (including supply of standard and approved materials).
- Cleaning the surface to be free of grime, soap mud and smudges.
- Cleaning of mirrors, glass doors, glass windows, etc.
- Supply of paper towels and liquid soap dispenser with liquid soap solution, in all bathrooms / washrooms/near wash basins.
- Daily checking the flush tank of EWC/cistern about its functioning or not, if not it be reported to the Caretaker/Asst. Caretaker.
- Providing liquid soap /high quality wash soap in all toilets, daily
- Removal of the daily garbage from all washrooms/toilets and cleaning of the same.
- Providing garbage bags / mug/ plastic bucket etc as required in all toilets.
- Daily cleaning of dado wall/ door / wash basin /EWC etc .
- Regular cleaning of floor mats.
- Supplying for daily use of perfume, deodorant sprays, etc.,

**(II) Weekly Cleaning**

**(E) Vacuuming**

- Vacuuming with heavy industrial type vacuum cleaners of all carpets runners and carpet protectors, curtains, vertical blinds, chairs, computers, printers, telephone, tables etc. so that they are free of dirt, mud, etc.

**(F) Deep Cleaning**

- Stairways, surrounding common areas, terraces, generator rooms, AHU rooms, basements, car parking, etc.
- Ceilings, walls, partitions etc.
- Toilets and wash rooms.

**(G) Window Glass Cleaning**

- Interior & Exterior glasses to be cleaned on both sides, throughout the building.
- Exterior cleaning of the glasses where accessible.
- Dusting window sills and blinds.

**(H) Sanitizing**

- Thorough washing of all the walls and doors of all toilets with appropriate detergent and disinfectant (including supply of standard and approved materials).
- Cleaning and sanitizing office dust paper bins etc.
- Sanitizing all telephone instruments using disinfectants.

- Cleaning and sanitizing waste bins from pantry and cafeteria with disinfectant.

### **(III) Fortnightly Cleaning Services**

#### **(I) Dusting & Wiping**

- Dusting and wiping light fixtures to be free from dirt, grime, dust and marks.
- Applying metal polishes to accessories or door handles, hand railings, lift walls, etc.
- Cleaning the compound wall.

#### **(J) Scrubbing**

- Scrubbing of all floor areas with scrubbing machines

#### **(K) Contractor will also do the following tasks:-**

- Sweeping, mopping, machine scrubbing of all specified floor.
- Removing all garbage and replace cleaned bins. Garbage will be taken to the designated site at the complex from where the contractor will arrange for its disposal.
- Wipe cleaning of all glass doors and windows regularly.
- Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.
- The quoted cost should include labour charge, material, machine, ladders, other equipments, all taxes including GST, labour insurance cost, police verification cost, minimum wage, EPF, PF, uniform, etc.
- Maintenance of the labour attendance register.
- Daily material register to be maintained and the stock of materials to be approved by the bank.

### **SPECIAL CONDITIONS OF THE CONTRACT**

- 1 . NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."
2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
3. Contractor shall maintain job cards and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work and the amount of deduction/penalty beyond that period for pending work as well as for any substandard work will be as under:

Nature of work	Time of completion	Penalty for delay
All items indicated in scope of works based on their periodicity	As given in scope of works	Rs. 500 per day per pending work

4. Penalty clause: In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below. .

If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.

5. Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.

6. In case of emergency work, no extra payment for working in odd hour will be made.

7. The property will be handed over to the Contractor for housekeeping works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

8. NABARD reserves the right to change scope of work or the number of labours during the contract period.

#### **Declaration by the Contractor**

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

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place:

Date:

(Signature of the Tenderer)

Address:

Name and Seal:

## **SAFETY CODE**

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

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

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.

A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs.2,000.00 shall be levied if violation is repeated.

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

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

### **Declaration by the Contractor**

We / I have read and understood the Safety code for the Housekeeping AMC works in the entire Office premises (both inside and outside ) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date : (Signature of the Tenderer)

Address :

Name and Seal :



**Annexure I**

<b>Area /location</b>	<b>Supervisor (Skilled)</b>	<b>Open space cleaning +garbage collection (sweepers /unskilled)</b>	<b>Remarks</b>
NABARD Regional Office, Punnen Road, Statue, Thiruvananthapuram	1	6	Suggested staff strength
<b>Total</b>	<b>1</b>	<b>6</b>	

Note: Out of 6 sweepers, **2 shall be gents.**

Annexure I (a)  
**List of Cleaning materials**

1	WET MOP CLOTH
2	EASY MOP CLOTH
3	FLOOR CLOTH
4	DUSTING CLOTH
5	HARD BROOM
6	SOFT BROOM
7	ODONIL
8	NAPHTHALENE BALL
9	URINAL CAKE
10	SOAP
11	SOAP OIL
12	PHENOL
13	LIBRA
14	R 6 - TOILET CLEANER
15	R 3 - GLASS CLEANER
16	R 5 -AIR FRESHNER
17	SOFT CARE STAR - HAND WASH
18	SPIRAL - FLOOR CLEANER
19	TOILET BRUSH
20	WASH BASIN BRUSH
21	TOILET WIPPER
22	GLOVES
23	GLASS CLEANING SET
24	WET MOP FULL SET
25	EASY MOP FULL SET
26	BUCKET
27	MUG
28	FLOOR WIPPER
29	BATHROOM WIPER
30	FLOOR BRUSH
31	GLASS GLEANING RUBBER
32	FLOOR WIPPER RUBBER
33	MOP SCREW
34	SPRAY CAN
35	ODONIL SPRAY
36	UNIFORM SAREE, COAT, SHIRT
37	COWEB REMOVER
38	GREEN PAD
39	VACUUM CLEANER
40	FLOOR SCRUBBER

**Annexure II**

**Calculation Sheet**

**(Per Month Calculation as per applicable category)**

To be enclosed with price bid/s only. The Annexure should be separate for each price bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>	<b>Unskilled (Rs.)</b>	<b>Skilled (Rs.)</b>
A	Minimum wages (as per Central Govt. or Kerala State Govt. <b>whichever is higher</b> ) inclusive of Special Allowance / VDA.			
B	EPF (Employer portion)	..... %		
C	ESI Contribution	..... %		
D	Bonus			
E ***	Other charges / other statutory payments ***			
F	<b>Total (A+B+C+D+E)</b>			
G	<b>Grand Total</b>			

Note:

The filled Annexure II should not be enclosed in Technical bid.

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

**PROFORMA FOR ELECTRONIC PAYMENT**

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

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

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

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

Signature

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

Draft ARTICLES OF AGREEMENT  
On Non-judicial stamp paper  
**AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT**

**THIS AGREEMENT** is made at Thiruvananthapuram on this ..... day of \_\_\_\_\_ 2018

**BETWEEN**

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051, hereinafter referred to as "**NABARD**" (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

**AND**

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

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

**WHEREAS**

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Housekeeping, open space cleaning, garbage collection, Services (hereinafter referred to "**the said works**") of its premises at NABARD Regional Office Building at Punnen Road, Statue, Thiruvananthapuram 695 001 (hereinafter collectively referred to as "the said Premises") for the period 01.05.2018 to 31.03.2019, had, vide its letter No. ....dated ....., issued a "Notice Inviting Tender" (hereinafter referred to as "the NIT") inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as "Annexure 1" and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated .....2018, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. ....dated .....2018 had selected the Contractor for carrying out the said works at the said Premises.

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

**NOW THIS INDENTURE WITNESSES AS FOLLOWS:**

1. The contract shall commence from 01.05.2018 and shall continue till 31.03.2019 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs. \_\_\_\_\_ per month for the period from 01.05.2018 to 31.03.2019** to the Contractor for carrying out the said works in the said Premises as per the details given in **Annexure II**. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2019 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply

of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2019 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.

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

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

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

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

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

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

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

services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. 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.
10. 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 provide supervisory staff for ensuring efficient and smooth operations.
11. 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.
12. 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.
13. 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.
14. 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. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.
15. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
16. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
17. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of

the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The **CAR** policies are required to be at least for 1.25 times of the contract value.

18. 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.
19. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
20. 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.
21. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officers of Department of Premises, Security and Procurement, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
22. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
23. 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 pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/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.



26. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
27. 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 7<sup>th</sup> day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.
28. 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.
29. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
30. 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.
31. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
32. The EMD received from the Contractor will be retained by NABARD towards Security Deposit.
33. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
34. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
35. 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.
36. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the

said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

37. 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.

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

39. 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.

#### **40. Resolution of disputes**

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

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

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

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

40.4 The venue of the arbitration shall be at **Thiruvananthapuram**.

40.5 The language of arbitration shall be English.

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

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

42. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

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

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

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

Signed, sealed and delivered  
By Shri \_\_\_\_\_

Signed, sealed and delivered  
by Shri \_\_\_\_\_

DGM/ GM

For & on behalf of NABARD

the duly authorized signatory for & on behalf of the Contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

# **PRICE BID**



Annual Maintenance Contract for  
house-keeping services at

NABARD Regional Office Building in Punnen Road, Statue,  
Thiruvananthapuram – 695 001

**PRICE BID / Bill of Quantities**

**National Bank for Agriculture and Rural Development**

**Annual Maintenance Contract for housekeeping services**

**at NABARD's Regional Office Building**

**Punnen Road, Statue, Thiruvananthapuram – 695 001**

- **Description of Property:** NABARD Regional Office Building, Punnen Road, Statue, Thiruvananthapuram – Building with Basement, Ground and Seven Floors with three staircases etc.
- **Period of AMC – 01 May 2018 to 31 March 2019** (may be renewed if services are found satisfactory for further period of two years, one year at a time).
- **Rates to be quoted** based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document. The rates to be quoted taking into consideration the details contained in the Annexures I, I(a) & II provided in the Technical Bid.

<b>Sl.No</b>	<b>Description of Item</b>	<b>Rate / Month ( Rs. )</b>	<b>Total Amount for eleven months (01/05/2018 to 31/3/2019) ( Rs. )</b>
A	Providing the services of one Supervisor (01 No.) to supervise and monitor the sweepers/ unskilled labourers engaged for the housekeeping AMC work for 05 days in a week. The supervisor to properly manage the AMC work as indicated in the scope and coordinate with Banks' ACT / CT / Officials etc., complete as directed. (The normal working hours are from 07.00 AM to 04.00 PM or as per the time scheduled by the bank )		
B	Providing the services of seven sweepers / unskilled labourers (05 ladies and 02 gents) for carrying out the cleaning and sweeping works as indicated in the scope of AMC works for 05 days in a week complete as directed . The sweepers / unskilled labourers is also to act as helpers for other staff as and when required and the normal working hours are from 07.00 AM to 04.00 PM or as per the time scheduled by the bank.		
C	Providing and supplying adequate quantity of Cleaning materials/ Chemicals/Consumables of standard materials of approved brand and make and for rental of heavy machineries for carrying out the works specified, etc. as complete as directed.		
D	<b>Sub Total (A+B+C)</b>		

E	Add Contractor's / Agency's profit / overheads, etc.		
F	<b>Total (D+E)</b>		
G	Add for GST		
H	<b>Grand Total (F+G)</b>		
<b>Total Amount for Eleven months - Rs.</b>			
<b>(Rs.....)</b>			
<b>( Total Amount for Eleven Months in words )</b>			

Signature :

Name :

Address :

Phone No:

Date :

Seal :

Note :

1. The quote for items A & B shall be based on the information furnished in **Annexure II, which is to be enclosed with Price Bid.**
2. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of housekeeping work & BOQ and after visiting the site.
3. No escalation or increase in the rates will be given during the Contract period. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.
4. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.
5. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.”
6. The contractor has to quote for all the items of BOQ. Incomplete BOQ will not be considered.
7. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The rates will be compared only after comparing rates with taxes while evaluation of the price bids.

8. Before deployment of staff, their bio-data/ competence shall be verified by the Bank's official in the beginning of AMC as well as on changing the staff/labour.
9. The contractor has to engage suitable agencies for specialised works etc. and bank reserves the right to recommend/approve a particular agency for these works. For façade cleaning, reputed agencies in the field may be engaged.
10. The contractor has to give satisfactory services for all works of AMC and bank reserves the right to remove/delete any particular work from the awarded AMC.
11. The contractor has to submit one monthly/quarterly bill, as the case may be.
12. Deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.
13. The contractor will comply with Labour Laws requirements and maintain the muster roll and wage register etc. and produce the same in the NABARD office, if required. The contractor shall submit the necessary information/data to the concerned statutory authorities in the desired format.
14. The working hours as mentioned in price bid includes one hour lunch break.

Accepted all terms & conditions  
of price bid

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