



NB. Kerala./ 2349 /DPSP- 0MS/2020-21

10th February 2021

M/s

NOTICE INVITING TENDER

Dear Sir

Tender for Annual Service Contract for providing Security Services at NABARD, Thiruvananthapuram Office Building and Residential Colonies 2021-23

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/ tenders in two parts from all eligible bidders **Tender for Annual Service Contract for providing Security Services at NABARD, Thiruvananthapuram Office Building and Residential Colonies 2021-23** as per the terms and conditions contained in the tender.

The tender Document may be obtained from the Bank's office located at National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnen Road, Statue Thiruvananthapuram – 695001 or downloaded from <https://www.nabard.org>

3. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD's eProcurement portal (<https://nabard.eproc.in/>)

4. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login eProcurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

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National Bank for Agriculture and Rural Development

केरल क्षेत्रीय कार्यालय

राष्ट्रीय कृषि और ग्रामीण विकास बैंक केरल क्षेत्रीय कार्यालय, पुन्नन रोड, स्टाच्यू, तिरुवनंतपुरम – 695001 टेलि: 0471 2701600/700 ई-मेल: trivandrum@nabard.org

Kerala Regional Office

National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnen Road, Statue Thiruvananthapuram – 695001

Tel :- 0471 2701600/2701700 • E-mail: trivandrum@nabard.org

submission of e-bid, bidders may follow 'Bidding Manual' available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e-procurement process (contact details are given on next page).

5. The e-tender will be available to the bidders /contractors **on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for download from 12:00 PM on 18th February 2021 and also on NABARD's website (for reference purpose) <https://www.nabard.org/> as well as from Central Public Procurement Portal.** There will be no charges for downloading the tender documents from the web site. However, hardcopy of the tender document issued by NABARD shall be charged at Rs.500/- (Rupees Five Hundred Only). Reference copy of the same can be downloaded from website for free. The amount is to be remitted through e-transfer towards the cost of the tender document, to be directly credited in NABARD's Account No. NABADMN30 and IFSC Code No: NBRD00000002.

6. Tenderers are advised to submit e-tender (e-bids) through eProcurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. As a facilitating agency who have created exclusive '**Help Desk**' / '**Support Team**' for facilitation of bidders. Their contact details are mentioned as under:

- i. Fairlin Jivin 0124-4302000 ext 112 , email- fairlin.jivin@c1india.com
- ii. Ujwala Shimpi 0124-4302000 ext 114 , email id- ujwala.shimpi@c1india.com
- iii. Saranraj Niacker 0124-4302000 ext 110 , email id- saranraj.naicker@c1india.com
- iv. All the email to be CC marked to dpsp.trivandrum@nabard.org
- v. Any clarification with regards to the tender or tender uploading may also be contacted at 0471-2701673/654/643

7. The tenderer/bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial Bid which should be completed in all respect. The same can be downloaded online from the NABARD's e-Procurement website viz. <https://nabard.eproc.in> .

8. Instructions regarding Technical Bid, Financial Bid, electronic bid (e-bid) submission process and description & scope of work and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

9. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format (Schedule H) in all phases of the contract. (<http://www.cvc.nic.in>)

10. e-Tenders must be submitted online not later than 12:00 PM on 10th March 2021. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.

11. The Technical Bids will be opened online **on 10th March 2021 at 03:00pm** at NABARD Kerala Regional Office in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letterhead for participating in the technical bid opening.

12. The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.

13. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.

14. NABARD does not bind itself to accept the lowest bid (L1).

15. The decision of the bank shall be final and binding with regard to technical and financial bids and the e-tendering process. Notice

16. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.

17. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.

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

19. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.

20. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made

available on NABARD's e-Procurement portal, NABARD's website only.

21. Earnest Money Deposit (EMD) - The EMD of ₹50,000/- is to be directly credited in NABARD's Bank Account No. NABADMN30 and IFSC Code No: NBRD00000002. The copy of the deposit challan is to be uploaded onto the portal.

22. EMD is exempted for MSEs certificate holder for manpower category as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations.

23. PRE-CONTRACT INTEGRITY PACT: Pre-contract Integrity Pact as per the format given below may be filled and submitted along with the Technical Bid, failing which the **tender will not be considered**. The pre Contract integrity pact soft copy is to be uploaded on the web site & hard copy is to be submitted to NABARD Regional Office, Punnen Road , Statue, Thiruvanthapuram. To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder. The Name of the Independent External Monitor (IEM) Shri Pramod Kumar Sangewar, IRSS (Retd.) H. No. 12-5-65/1, Flat No. log Sri Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda Secunderabad 500017 Telangana State

Yours Faithfully



Ramalingam K
Deputy General Manager

**Annual Service Contract for providing Security
Services at NABARD, Thiruvananthapuram Office
Building and Residential Colonies 2021-23**



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
(NABARD), KERALA REGIONAL OFFICE, PUNNEN ROAD,
THIRUVANANTHAPURAM, KERALA – 695001**

**(Last date of receipt of Tender: 12:00pm on 10th March
2021)**

**(Date of Opening of Technical Bid: 03:00pm on 10th March
2021)**

(Date of Opening of Price Bid: Will be indicated separately)

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FORM OF TENDER

11th Feb 2021

The Chief General Manager
NABARD, Kerala Regional Office
Punnen Road,
Thiruvananthapuram - 695001

Dear Sir,

Tender for Annual Service Contract for providing Security Services at NABARD, Thiruvananthapuram Office Building and Residential Colonies 2021-22

Having examined the Technical bid and price bid of tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid and in accordance with all respects of the tender and with such materials are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

- a) Description of work : Tender for Annual Service Contract for providing Security Services at NABARD, Thiruvananthapuram Office Building and Residential Colonies 2021-22
- b) Earnest Money Deposit(EMD) : ₹50,000/- (The amount is to be remitted through e-transfer towards the cost of the tender document, to be directly credited in NABARD's Account No. NABADMN30 and IFSC Code No: NBRD00000002)
- c) Earnest Money Deposit(EMD) : The EMD of the successful bidder will be retained as security Deposit till the completion of the contract period of 24Months for the date of issue of work order

- EMD is not applicable to MSEs for the category of supply of manpower for

security services, as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations.

- The final shortlisted tenderer who have submitted MSME certificate in lieu of EMD, should deposit **₹50,000/-** of the contract amount as security deposited, which will be refunded after the completion of the contract period.

We understand that the time for completion shown above shall be reckoned from the date of issue of the Work Order.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm
Authorized to sign:

OR

Name or person having Power of
Attorney to sign the contract
(*Certified copy of the Power of
Attorney should be attached*):

Yours faithfully,

Signature of Tenderer

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)(Tenders without Pre-Contract Integrity Pact on Rs.100 stamp paper shall be rejected outrightly)

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for “**Tender for Annual Service Contract for providing Security Services at NABARD, Thiruvananthapuram Office Building and Residential Colonies 2021-22**”. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the

following principles during participation in the tender process and during the contract execution : Notice Inviting Tender for Structural Repairs of Buildings at NBSC & BIRD Lucknow Page 42 of 59

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the

Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process. Notice Inviting Tender for Structural Repairs of Buildings at NBSC & BIRD Lucknow Page 43 of 59

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is: Note: The Name of the Independent External Monitor (IEM) mentioned in section 8 is Shri Pramod Kumar Sangewar, IRSS (Retd.) H. No. 12-5-65/1, Flat No. log Sri Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda Secunderabad 5000 17 Telangana State

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her

request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case. **Notice Inviting Tender for Annual Service Contract for providing Security Services at NABARD, Thiruvananthapuram Office Building and Residential Colonies 2021-22**

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
Bidder/Contractor)

(For & on behalf of the

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1: (Name & Address)

Witness 2: (Name & Address)

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

GENERAL INSTRUCTIONS TO THE CONTRACTORS/TENDERER

1. General:

The present tender is being invited for round the clock Security Services under which the contractor shall provide Security Guards to safeguard Bank's Regional Office Building, Residential Quarters (i.e. building, equipment and material), and staff residing in the premises for the period from **01 April 2021 to 31 March 2023**. Schedule of Tendering events is given at Annexures.

2. Eligible Bidders:

2.1 The pre-qualification that has to be mandatorily complied with for participating in this bidding process is as listed below. The documents indicating the following criteria is to be uploaded in the link provided in the portal along with the bid for verification process.

a) The bidder should have **experience** of similar works during the last **7 years**. Document indicating the same is to be uploaded in the portal link as pdf file.

b) The annual turnover of the bidder during each of the last **3 years** should be at least **₹41.39lakh** and above

c) The firm should have done at least:

i) **three** similar works valuing not less than **₹ 55.19lakh** of the estimated cost;

or

ii) **two** similar works valuing not less than **₹68.99lakh** of the estimated cost;

or

iii) **one** similar work valuing not less than **₹110.39lakh** of the estimated cost.

2.2 The bidder should have experience of executing similar works (i.e. providing security services through Security Guards) at sensitive Government Offices/ installations namely at major airports, sensitive defence establishments or nuclear power plants by providing minimum 50 guards at least at one location.

2.3 Should have valid license from the Kerala Government under Private Security Agencies Regulation Act, 2005 (PSAR Act), 2005.

2.4 Should have a Separate (owned) Training Centre, NOT combined with

the Corporate or other offices, with constructed area of not less than 1000 sq. ft. The Training center should have trained/certified instructors for training the guards. **They should have specific training and certification program for a minimum of 3 weeks before deployment and** at regular intervals thereafter.

- 2.5 The bidder should have 24*7 control center with availability of Quick Reaction Team (QRT) Services/team for quick deployment if required.

3 **Qualification of The Bidders:**

- 3.1 The Bidder, to qualify for the award of contract, shall upload a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 3.2 The bidder shall upload full details of his Agency / Firm or, if the bidder is a Proprietorship/Partnership or a Private Limited Company, full details of ownership and name of the directors.
- 3.3 Bidder shall upload a copy of (Permanent Account No. Card) under the Income Tax Act.
- 3.4 Bidder must upload copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.
- 3.5 Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency.

4 **Tender Documents:**

4.1 **Contents of Tender Documents.**

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

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

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

5. Preparation of Bids

5.1. Documents Comprising the Bid

Tender document issued for the purposes of tendering shall be deemed as incorporated in the Bid.

- 5.1.1. The bidder shall, on the dates given in the Notice Invitation to Tender, are requested to submit their bids through e-tendering (e-bid) mode by login eProcurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document.
- 5.1.2. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow 'Bidding Manual' available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e- procurement process (contact details are given on next page).
- 5.1.3. One copy of this Tender document with each page signed and stamped shall be annexed to acknowledge the acceptance of the same. The same has to be uploaded in the link indicated in the portal.
- 5.1.4. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) **for download from 12:00pm PM on 18th February 2021 and also on NABARD's website** (for reference purpose) <https://www.nabard.org/> as well as from Central Public Procurement Portal.
- 5.1.5. **There will be no charges for downloading the tender documents from the web site.** However, hardcopy of the tender document issued by NABARD Kerala Regional shall be charged at Rs.500/- (Rupees Five Hundred Only). The amount is to be remitted through e-transfer towards the cost of the tender document, to be directly credited in NABARD's Account No. NABADMN30 and IFSC Code No: NBRD0000002.
- 5.1.6. The Bidder shall upload the details regarding total number of executed & successfully completed contracts, as stated in Clause

2.1 & 2.2 and enclose copies of contract award letters and experience certificate.

5.2. Bid Prices:

5.2.1. Bidder shall quote in the price bid, rates of wages for security personnel no less than the minimum wages as per current Minimum Wages Act, by giving break up of basic wages, including VDA, allowances and other statutory liabilities as per central minimum wages. The prospective bidders who do not meet the statutory requirements are liable to be rejected.

5.2.2. Conditional bids/offers will be summarily rejected.

5.3. Form of Bid:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder.

5.4. Duration of Contract:-

The contract shall be valid for **Two year (from 01 April 2021 to 31 March 2023)** extendable for two more years' subject to review every year for satisfactory service only. The Bank reserves the right to curtail or to extend the validity of contract on the same rates and terms & conditions for such period as may be agreed to.

5.5. Bid Security:

5.5.1. Any Tender where in the **EMD of ₹. 50,000/-** amount is not credited to the NABARD account in NABARD's Account No. NABADMN30 and IFSC Code No: NBRD0000002 before the opening of the bid will be rejected.

5.5.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity including extension of validity, if any, and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.

5.5.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

5.5.4. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to deposit the security deposit within the time frame specified i.e. within a fortnight of

award of contract which can be extended by the Bank up to a maximum of further two weeks on the written request of successful bidder.

5.6.Format and Signing of Bid:-

5.6.1. As the bid is to be done online care to be taken that there shall contain no alterations, omissions or additions

6. Submission of Bids:-

6.1. The Agency should submit its bid in two parts. Each part should be submitted in a link as per the instruction given in the NABARD e-portal as under:-

- (i) **The Pre-Contract Integrity Pact is to be signed and uploaded in the link given in the e-tendering portal. Hard copy of the same printed in the stamp paper is to be submitted at NABARD Regional Office, Punnen Road, Statue on or before 05th March 2021**
- (ii) Earnest Money should transferred online to the account number NABADMN30 and IFSC Code No: NBRD0000002 before the opening of the bid will be rejected.
- (iii) Signed Technical Bid should be uploaded in the link given in the NABARD e-portal in coordination with the C1 India personels.
- (iv) The price bid is to be filled in as per the instructions given in the NABARD e-portal in coordination with the C1 India personels.

The last date for submission of duly filled in e-tender forms is 10th March at 12:00pm

6.2. The following documents are to be uploaded along with the duly signed **Technical Bid:** -

- a. Self attested copy of PAN No. card under Income Tax Act;
- b. Self attested copy of Goods and Service Tax Registration Number;
- c. Self attested copy of Valid Registration No. of the Agency/Firm/Company;
- d. Self attested copy of Certificate of Registration under Contract Labour (Regulation & Abolition) Act 1970.
- e. Self attested copy of valid Provident Fund Registration Number;
- f. Self attested copy of valid ESI Registration Number;
- g. Proof of average Annual Turnover as stated in Clause 2.1 supported

by audited Balance Sheets/ certification of Chartered Accountant.

- h. Proof of experience as stated in Clause 2.2. Supported by documents from the concerned organizations
- i. Duly filled and signed [Annexure-I](#) to [VI](#).
- j. Documents in support of PSAR Act 2005 as mentioned in 2.3 above.

6.3. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender/extended date if any.

7. Bids

7.1 Bid Opening:-

- 7.1.1. The Technical Bids will be opened by a Tender Opening Committee in the presence of the Bidders or of their authorized representatives who choose to attend at the appointed place and time.
- 7.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- 7.1.3. Conditional bids will also be summarily rejected.
- 7.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders or their authorized representatives

7.2 Right to accept any Bid and to reject any or all Bids:-

- 7.2.1. The Bank is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.
- 7.2.2. The Bank may terminate the contract if it is found that the contractor is black listed during last 5 years by the any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/ Public Sector Undertakings, etc.
- 7.2.3. The Bank may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement within specified period.

7.2.4. The bids which are not in consonance of Central Minimum Wages Act and any other Labour laws will be treated as invalid.

8 Award of Contract:-

8.1 The Bank will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

8.2 The Bank will communicate the successful bidder by electronic mail confirmed by letter transmitted by Registered post that his bid has been accepted. (Hereinafter and in the condition of contract called the “Letter of Award”)

8.3 The successful bidder will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award until extended by the Bank up to a maximum of another two weeks.

8.4 The EMD of the successful bidder will be retained as security deposit. The Security Deposit shall not bear any interest and shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Security deposit shall stand automatically extended.

8.5 In case the successful bidder has submitted MSME certificate instead of EMD, the bidder will require to submit the EMD amount of ₹50000/-of the contracted amount towards security deposit and the same will be retained till the completion of the contract period. The Security Deposit shall not bear any interest and shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Security deposit shall stand automatically extended.

8.6 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

8.7 All the columns shall be clearly filled. The bidder should quote the rates and amount tendered by him/them in figures and as well as in words.

8.8 In case the quote of two bids are found same as L1, then it would purely be at sole discretion of NABARD to select any one or reject anyone or both without assigning any reason thereof

Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The

bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

9. Terms & conditions

9.1 Contractor shall provide **01 Security Supervisor, 01 Lady Guard (General Shift on working days for office) & 17 (08 - Office, 08 in Staff Quarters at Poojappura)** uniformed, **trained and Certified (from their Training Establishment mentioned in para 2.4)** personnel round the clock, to the Bank for providing safety, monitoring and surveillance services at its properties.

9.2 The agency will quote the rates per shift of eight hours per person per day. **In case of revision in wage structure of Guards (if any) by the Central Government, the incremental wages as applicable, will be payable on being claimed by the bidder.** The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the Bank.

9.3 The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Bank and if any change is required on part of the Bank, fresh list of staff shall be made available by the agency after each and every change.

9.4. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Bank.

9.5. The antecedents of security staff deployed shall be verified by the bidder from local police authorities and an undertaking in this regard is to be submitted to the Bank.

9.6. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank.

9.7. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

9.8. Adequate supervision will be provided to ensure correct & effective performance of the security services as per para 9.13 of this document and in accordance with the assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the

buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places. For any visitor/guest coming to colonies, the Security Guard may first check with the colony resident and then only allow the visitor inside. All the material moving inside or outside of the colony must be accompanied by a gate pass or a letter from the owner, which may be filed for official purpose. No charity/sales etc. person or activity should be allowed inside the colony without a written permission from Quarters Welfare association. A separate ingress/egress register to be maintained to note the details of all contract workers entering and exiting the premises.

9.9. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, by the authorized representatives of the Bank may issue from time to time and which have been mutually agreed upon between the two parties.

9.10. The Bank shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Bank.

9.11. The contractor shall be responsible to protect all properties and equipment of the Bank entrusted to it.

9.12. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills.

9.13. The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 21 and 55 yrs. old but not more than 60 years in any case. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.

9.14. The eight hours shift will normally commence from 0600 hrs. up to 1400 hrs. 1400 hrs. up to 2200 hrs. and 2200 hrs. up to 0600 hrs. But the timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. **No payment shall be made by the Bank for double duty, if any. A fine of Rs. 500/- is liable in such cases from the Contractor's bill. Authorised Manager must organize surprise visits, at least 3 visits during day and 2 during nights (between 12 am and 04 am) every week, to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 500/- per missed visit.** The above will be closely monitored through Closed Circuit Television (CCTV) and false claims

will lead to immediate termination of contract.

9.15. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Protocol and Security Officer, NABARD Thiruvananthapuram. They shall specify the services of guards to be obtained in each shift.

9.16 . During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the Bank Colonies, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).

9.17. The Bank shall not be responsible for providing residential accommodation to any of the employee of the contractor.

9.18. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.

9.19. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit/EMD of the Agency shall stand forfeited.

9.20. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

9.21 The agency should rotate the security guards deployed by them ones in six months.

9.22 The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

- a) The contractor Agency shall be solely responsible for full compliance with the provisions of the "sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/ agency and the contractor/ agency shall ensure appropriate action under the said act in respect of the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks premises.

9.23 Requirement of Secrecy - The Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Agency during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Agency shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Agency and the Bank shall be entitled to claim damages and pursue legal remedies. The Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Agency's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

9.24 Ensure that all persons employed by it, for the purposes for rendering the services required by the Bank, are insured with authorized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The Agency shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.

10. Payment

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

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

- b) Payment must be made by the service providers through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will get a bank account opened for every engaged employee.
- c) In order to ensure that such employee get their entitled wages on the last working day of the month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from 24th day of the previous month to 23rd day of the current month.
 - ii) Monthly bill as per above cycle, will be submitted by the service provider on 26th of the current month.
- d) The service provider must ensure that entitled wages of the employee are credited to their bank account on the last working day of the month. Service provider will not be given any relaxation in this matter.
- e) While submitting the bill for the next month, the services provider must file a certificate certifying the following
 - i) Wages of employees were credited to their bank accounts on (date)
 - ii) ESI Contribution relating to workers amounting to ₹._____ was deposited on (date) (copy of the challan enclosed)
 - iii) EPF contribution relating to workers amounting to ₹._____ was deposited on (date) (copy of the challan enclosed)
 - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
- f) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill by 26th of the month, even then he has to make the payment to the employees on the last working day.
- g) The contractor shall compulsorily issue the salary slip to every security guards & supervisors an indicative format is provided below:-

Name of Employee's	Designation
Month	No. of Days present:-
SALARY STATEMENT	ESI No.
Payable paid	PF No.
BASIC	DEDUCTIONS AMOUNT
BONUS	EPF (%)
HRA	ESI (%)
GRATUITY	SECURITY DEPOSIT

OTHERS ALLOW. ADD. ALLOW/LATE DUTY GROSS WAGES OT GROSS WAGES + OT DEDUCTIONS(TAXES AND ANY OTHER CHARGES) NET PAYABLE (Rs.)	TOTAL DEDUCTION:
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10.2 Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.

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

10.4 Penalty:

(a) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point for shift be deducted from the contractors bill. The Guards deployed should not be frequently changed. They should be deployed for at least a **minimum of 3 months**. The Bank will penalize the Contractor in case of frequent changes up to an amount of **Rs 1000** per guard relieved before 3 months (**except on short leave up to a maximum of 5 days with appropriate replacement on not more than one such occasion during the 3 months**)

(b) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, & is assessed as true by the Bank, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the Security Guard found involved in the incident shall be removed from the Premises immediately.

(c) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below:-

- i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
- ii) After four weeks delay the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered

from the defaulter contractor and his earnest money/security deposit may also be forfeited.

10.5. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.

11. Force Majeure

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

12. Obligations of the bidder/ contractor:

- 12.1 The contractor shall have his/her own Establishment/Setup/Mechanism, etc. at his/her own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 12.2 If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered the authorized signatory without the approval of the Bank.
- 12.3 The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 12.4 The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 12.5 The bidder should submit attested copy of registration under the Contract Labour (Regulation & Abolition) Act 1970 of any other employer for whom the Security Agency is currently undertaking the work through contract Labour.
- 12.6 The security agency shall employ manpower from the category of Security Guards not above the age of 60 years and below 21 years of age. Manpower engaged should be trained for providing security services at their training

establishment and proof/certificate regarding the training shall be submitted.

- 12.7 The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect. Bank will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty. Violation in this regard is liable to be penalized.
- 12.8 The contractor shall ensure that Security staff engaged by the contractor do not take part in any staff union and association activities.
- 12.9 The contractor shall bear all the expenses incurred on the following items i.e. Provision of uniforms(including name badges, belt and shoes), torches and cells, lathis/ballams and other such gadgets to driver staff, security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
- 12.10 The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank etc.
- 12.11 The bidder will have to enclose the proof / copies of the challans/Bank Account statements showing payment of statutory dues for the previous month along with monthly bills.
- 12.12 The bidder should have its own **quick response team (with vehicle) in Thiruvananthapuram City**, to deal with emergency situations.
- 12.13 The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.
- 12.14 Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the premises for which security will be provided.
- 12.15 The contractor shall have his own Establishment and Mechanism to provide periodic training of guards deployed, to ensure correct and satisfactory performance of his duties and responsibilities under the contract. A record of such training should be maintained in a register and available for inspection at all times. The training officer to meet the P&SO in charge once in a fortnight and debrief on the training imparted.
- 12.16 That in the event of any loss occasioned to the Bank, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Bank, such loss will be made good from the amount

payable to the tenderer. The decision of the Bank in this regard will be final and binding on the agency.

- 12.17 The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose to any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

13. Dispute Resolution

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, NABARD, Thiruvananthapuram.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Hyderabad only.

14. Jurisdiction of Court

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

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

SCOPE OF WORK

The contractor shall have to provide round-the- clock security services in the NABARD Office & Staff quarters.

The agency shall ensure protection of the staff and families residing in the colonies & property of the Bank, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the Residential colonies.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the Office Premises and Staff Quarters covered in the contract.
2. Security Agency will ensure that all instructions of the Bank are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Bank for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Bank from time to time and the security agency will be responsible for their optimum utilization.
5. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Bank.
6. Security personnel shall also ensure door keeping duties.
7. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.
8. Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
9. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises apart from operating motor pumps.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
11. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on

the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.

12. In emergent situations, security staff/supervisor deployed shall also participate and they should be sensitized for their role in such situations.
13. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff, female and elderly visitors.
14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
15. Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.
16. The security guard on duty shall be responsible for switching on and off the common area lights in the mornings and evenings.
17. They shall familiarise themselves with the rescue operations of people struck in the lifts in case of emergency.
18. Visitors register will be maintained by the guards at the main entrance to office and Staff Quarters.
19. Contractor shall provide **Security Guards as per the following requirements.**

Duty Hours		No. of Guards	
From	To	Office	Staff Quarters
0600 hrs.	1400 hrs.	2	2
1400 hrs.	2200 hrs.	2	2
2200 hrs.	0600 hrs.	2	2
Extra guard			
0930 hrs.	1730 hrs.	1*	--
0900 hrs.	1700 hrs.	1	1
2100 hrs.	0500 hrs.	1	1
Total		9	8

* Female Guard on working days only

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

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. Penalty clause: In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below. .
4. 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. 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 security services in the entire Office premises and staff quarters (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:

(Signature of the Tenderer)

Date:

Address:

Name and Seal:

SAFETY CODE

1. The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilised dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. It is entirely the responsibility of the contractor to follow the safety procedures 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.
4. A penalty of Rs. 1,000 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000 shall be levied if violation is repeated.
5. 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.
6. 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.

1. Declaration by the Contractor

We / I have read and understood the Safety code for the security services at NABARD Office Premises and Staff Quarters 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

BASIC INFORMATION ABOUT THE TENDERER

Photo Affix
duly
And attest

1. Names, address of firm/Agency :
2. Company and Telephone :
3. Name, Designation, Address
and Telephone No. of authorized person :
4. Please specify as to whether Tenderer is
sole proprietor Partnership firm/Private
or Limited Company :
5. Name, Address and Telephone No.
of Directors/partners :
6. Registration No. :
7. Copy of PAN card issued by Income
Tax Department and Copy of previous
Financial Year's Income Tax Return. :
8. Provident Fund Account No. :
9. ESI Code Number :
10. License number under Contract Labour (R&A) Act 1970 of the Employer
- (a) Details of Bid Security/
Earnest Money deposit :
- (b) Amount :
- (c) UTR Number of the amount
deposited in NABARD account :
- (d) Date of Deposit :
- (e) Name of Bank transferred from :
12. Any other information :
13. Declaration by the bidder :

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

(Signature of the bidder) (With seal)

Name and Address

ANNEXURE-II

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest money	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also.	
3.	Undertaking on a letter head (as per format prescribed in Annexure-V).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of Goods and Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency.	
7.	Self-attested copy of the License under Contract Labour (R&A) Act 1970, of the employer for whom the Security Agency is currently undertaking the work.	
8.	Self-attested copy of valid Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual turnover of last financial year duly certified by the Statutory Auditors.	
12.	Any other documents, if required.	

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

ANNEXURE-III

CHECKLIST FOR TECHNICAL EVALUATION

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Crores) for the last financial year duly certified by the Statutory Auditors Para 2.1)		
2.	Experience of running Security services (in years) (Para 2.2)		
3.	Manpower on roll		
4.	Valid License under PSAR Act, 2005 (Y/N)		
5.	Details regarding Experience		
6.	Bankers Opinion Report Attached (Y/N)		
7.	Training Infrastructure (Para 2.4) Address and available area of the training establishment		
8	No. of Supervisory staff and	Ex-Servicemen Guards =	
	trained Security/Ex- Servicemen	Security Guards =	
	on roll.	Supervisory Staff =	
9.	Has your Company ever been Blacklisted? (Y/N) (Para 7.2.2)		
10.	EMD Attached (Para 5.1.3) (Y/N)		
11.	Documents (as under 12.5) attached (Y/N)		
12.	Quick Reaction Team (para 12.12) (Y/N) and details of the same.		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

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

ANNEXURE-IV

**(UNDERTAKING TO BE TYPED ON A LETTER HEAD OF THE
SECURITY AGENCY)**

To

The Chief General Manager
Kerala Regional Office
Punnen Road, Statue
Thiruvananthapuram -695001

**Subject: Tender for providing security services –
01st April 2021-31st March 2023**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Central Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Central Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide security services through Security Guards, Security supervisors or Ex- Servicemen Guards as and when required.
5. I/We do hereby undertake that complete security of the Bank's Colonies shall be ensured by our Security Agency, as well as any other assignment considered by the Bank.

(Signature of the Bidder) Name and Address of the Bidder.

Telephone No.

ANNEXURE-V

CLIENT'S REPORT

(On Client's Letter Head)

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place

(Office Seal)

Place:

Date:

ANNEXURE VI
Draft ARTICLES OF AGREEMENT
On Non-judicial stamp paper
AGREEMENT FOR ANNUAL SERVICE CONTRACT

THIS AGREEMENT is made at Thiruvananthapuram on this day of _____ 2021

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 having its Kerala Regional Office at Thiruvananthapuram- 695001, 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 athereinafter 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**”)*

2. WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Service contract for Security Services (hereinafter referred to “**the said works**”) at its Office premises at Punnen Road, Statue, Thiruvananthapuram 695001 and at NABARD Staff Quarters at Dr.Pai Road, Poojappura, Thiruvananthapuram 695012 (hereinafter collectively referred to as “the said Premises”) for the period 01-04-2021 to 31-03-2023 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 ” and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated2021, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No.dated2021 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 01.10.2018 and shall continue till 31.03.2023 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 ₹ . _____ **per month for the period from 01.04.2021 to 31.03.2023** to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2023 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. 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. 31.03.2023 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 .
 7. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
 8. 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.
 9. 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.
 10. 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.

11. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential/secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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 on time, irrespective of receipt of payment from NABARD. The bank deposit statement should be mandatorily furnished if asked for from time to time.
29. 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.
30. The Contractor shall also be 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.
31. 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.
32. 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.

33. The EMD received from the Contractor will be retained by NABARD towards Security Deposit.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.

3. 41. Resolution of disputes

- 41.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.
- 41.3 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."
- 41.4 The venue of the arbitration shall be at **Thiruvananthapuram**.
- 41.5 The language of arbitration shall be English.
- 41.6 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.
- 42. 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.
- 43. 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.

44. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
45. 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
behalf of the Contractor
In the presence of

the duly authorized signatory for & on
In the presence of

1.....
2.....

1.....
2.....

ANNEXURE-VII 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	

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.

Place:

DATE:

(SIGNATURE OF THE TENDERER)

ADDRESS:

NAME