NOTICE INVITING TENDER

Dear Sir

Tender for Annual Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/tenders in two parts from all eligible bidders, Tender for Annual Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023 as per the terms and conditions contained in the tender.

2. 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 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 27th April 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 website. 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: NBRD0000002.

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.niacker@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 19th May 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 19th May 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 ₹35,420/- is to be be directly credited in NABARD’s Bank Account No. NABADMN30 and IFSC Code No: NBRD0000002. 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
TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR PROVIDING
HOUSEKEEPING SERVICES FOR NABARD REGIONAL OFFICE FOR
THE PERIOD 01ST JUNE 2021 TO 31ST MARCH 2023

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 19th May 2021)
(Date of Opening of Technical Bid: 03:00pm on 19th May
2021)
(Date of Opening of Price Bid: Will be indicated separately)
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FORM OF TENDER

27 April 2021

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

Dear Sir,

Tender for Annual Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023

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 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 Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023

b) Earnest Money : ₹35,420(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). 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.

c) Time Contract : 22 months

d) Security Deposit : Earnest Money of the successful bidder will be retained as Security Deposit for the contract period. In case of EMD exception is sought by the successful bidder, then the EMD amount will be required to be remitted on acceptance of work order. The same will be kept as security deposit till the completion of the contract.
We understand that the period of contract 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 out rightly) (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)

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 Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023”. 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 Annual Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023**

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)/Contractor(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 Annual Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023**

(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 Maintenance contract for providing housekeeping services for NABARD Regional Office for the period 01st June 2021 to 31st March 2023**

(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) (For & on behalf of the Bidder/Contractor)

(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/ TENDERERS

1. PROCEDURE FOR FILLING AND SUBMISSION OF TENDER:
   
i. 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/).

   ii. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login e-Procurement 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.

   iii. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password.

   iv. For more information regarding e-bid process and procedure of submission of ebid, bidders may follow ‘Bidding Manual’ available on eProcurement 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 below).

   v. 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 27th April 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.

2. 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.

3. Tenderers can upload filled in their tender documents as per the instruction indicated in the portal directly from their PC in the designated folder created for them in On-line Bid form.

4. 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.

5. 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@ciindia.com
ii. Ujwala Shimpi 0124-4302000 ext 114, email id- ujwala.shimpi@ctindia.com

iii. Saranraj Niacker 0124-4302000 ext 110, email id- sararaj.naicker@ctindia.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.

6. The tenderer / bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Price 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. It must be noted that only those Bidders who are willing to enter into Integrity Pact (IP) with the NABARD 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-N) in all phases of the contract (http://www.cvc.nic.in). iv) **e-Tenders must be submitted online not later than 12:00pm on 19th May 2021.**

7. Any changes in the tender document both technical and price bid, the corrigendum will be uploaded on the NABARD's e-Procurement website viz. https://nabard.eproc.in. The bidders are advised to keep checking for any such change. No separate communication will be made in this regards.

8. 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.

9. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.

10. **Pre-qualification:** 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 given in the e-tendering portal along with the bid for verification process.

    a) The bidder should have experience of similar works during the last **7 years**

    b) The average annual turnover of the bidder during each of the last **3 years** should be at least **₹16.75 lakh** and above

    c) The firm should have done at least:

    i) **three** similar works valuing not less than **₹ 22.33 lakh** of the estimated cost;

    or

    ii) **two** similar works valuing not less than **₹27.91 lakh** of the estimated cost;

    or
iii) **one** similar work valuing not less than ₹44.67 lakh of the estimated cost.

11. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by NABARD, if required.

12. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. **No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of (i) revision of minimum wages and (ii) revision of statutory taxes like GST to the relevant extent.**

13. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurements shall be followed as applicable. However, in the absence of the same, the decision of NABARD will be final.

14. **Monthly/ Quarterly/ Periodical** payments will be made in the case of Housekeeping AMC works based on the bills submitted by the Contractor and certified by the concerned ACT/Security Officer/Bank’s Officer to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill.

15. Any discrepancy in settlement of bills may be brought to the notice of NABARD within a period of one month after the settlement of the Bills. NABARD will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.

16. Income Tax, GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.

17. All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD.

18. The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience in their trade.

19. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy)** for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD immediately after award of work. The **CAR policies are required to be at least for 1.25 times of the contract value.**
20. The Contractor shall be fully responsible and shall indemnify NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

21. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the relevant Minimum Wages Act, on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD. The copy of the same required to be attached with the monthly bill for reference of NABARD.

22. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfil all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

23. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

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

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

24. Annexure I:- The contractor shall always retain experienced staff at site at least to the extent of strength as given in Annexure I.

25. Annexure II:- (Calculation sheet for supply of manpower and minimum wages) is required to be submitted duly filled along with the Price bid/BOQ. Tenders/bids not complying with the minimum wages payment are liable to be rejected which will be ascertained on the basis of Annexure – I ; submitted by the contractor. Bank will ascertain whether the contractor will be able to pay the minimum wages and other components from Annexure II.

26. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled
personnel so employed and deployed in NABARD and the manpower so 
employed and deployed in NABARD shall remain under the overall control and 
supervision of the contractor. The persons deployed by the contractor in 
NABARD shall not have claims of Master and Servant relationship (implicitly 
or explicitly) between him/her/them and NABARD nor have any principal and 
agent relationship with or against the NABARD. The contractor's personnel 
shall not claim any benefit/ compensation /absorption /regularization of 
services under the provision of the Industrial Disputes Act, 1947 or Contract 

27. The Contractor shall comply with the provisions of Contract Labour 
(Regulation and Abolition) Act, 1970, Minimum Wages Act and all other Labour 
Laws and other Statutory Regulations (both Central and States) that may be 
enforced from time to time by the Appropriate Authorities. NABARD shall not 
be responsible for any penalty on failure on the part of contractor to comply 
with any Labour Regulations. The contractor shall maintain attendance register 
of his staff employed at various sites and wage register for payment (at least 
minimum wages as per Central or State Govt. whichever is higher shall be paid) 
with all records up to date as per the labour regulations. The contractor shall 
submit the monthly payment records to the staff employed by him.

28. The contractor shall ensure that the payment is regularly credited to 
the bank account of the individual labour employed at Bank’s 
premises and pay slips for respective payments are duly issued 
regularly. NABARD will ask for present/past pay slips and payment 
records related to ESI/PF to be submitted along with the monthly 
bill. In extraordinary case of wages being disbursed in cash, the same may be 
done in the presence of authorized representative of NABARD as required as 
under relevant law.

29. The manpower deployed by the contractor should be polite, cordial, positive 
and efficient, while handling the assigned work so that their actions promote 
goodwill and enhance the image of NABARD. Necessary grooming should be 
done by the contractor before posting the staff at site. He shall also comply with 
the provisions of all labour legislations. Receipt of any complaint in this regard 
shall be viewed seriously.

30. No additional payment shall be made if contractor keeps more staff at site for 
completing the pending work or if the minimum staff strength is not able to 
perform satisfactorily as per the contract provision.

31. The Contractor or his authorised representative should visit the site as per 
requirement and meet NABARD’s Security Officer/bank’s Officer with prior 
appointment for any clarifications and to receive instructions, etc. at the site.

32. The contract staff deployed by the agencies have to be rotated ones in a year.

33. The Contractor’s workmen should report to ACT/ Site supervisor as per timings 
mentioned in the Price bid/ Bill of Quantities. A register will be kept at site on
all the locations showing attendance on day to day basis and which will be
countersigned by the security guard on duty the time when contractor’s worker
arrives & signs at site. The same shall also be signed by ACT & the same or copy
shall be presented along with the Contractor’s monthly bill.

34. The workers / staff employed should wear colour code uniforms displaying
contractor firm’s name, the cost of the same is to be incorporated in the contract
value, no additional payment will be made in this regards. The Contractor
should not employ any person who is prohibited by Law from being employed
for fulfilling obligations under this Contract. Any indecent behaviour /
suspicious activities of the staff employed shall be viewed seriously and a
suitable penalty shall be imposed on contractor. The contractor is also required
to submit the list of workers with photo ID, educational qualification, address
proof, etc. before deputing the workers. An attendance register shall be
maintained at site indicating number of persons deployed for the inspection by
NABARD officials/representative.

35. Any act of indiscipline / misconduct / theft / pilferage on the part of any
employee engaged by the Contractor resulting in any loss to NABARD in kind
or cash will be viewed seriously and NABARD will have the right to levy
damages or fine and / or even terminate the Contract forthwith, if necessary.

36. In case of any default or failure on Contractor's part to comply with all / any
one of the Terms / Conditions, NABARD reserves the right to take necessary
steps to remedy the situation including, inter-alia, the deduction of appropriate
amount/s from dues otherwise payable to Contractor and/or by taking recourse
to appropriate recovery proceedings. The contractor shall keep NABARD
indemnified against all claims whatsoever in respect of the manpower deployed
by it in NABARD. In case any employee of the contractor so deployed enters in
dispute of any nature whatsoever, it will be the primary responsibility of the
contractor to contest the same. In case NABARD or its employee is made party
and is supposed to contest the case, NABARD will be reimbursed for the actual
expenses incurred towards Counsel Fee and other expenses which shall be paid
in advance by the contractor to NABARD or any person authorized by
NABARD, on demand. Further, the contractor will ensure that no financial or
any other liability comes to NABARD or its employee in this respect of any
nature whatsoever and shall keep NABARD or any employee of NABARD
indemnified in this respect.

(a) "Any dispute or difference whatsoever arising on any matter concerning
this contract between the parties out of or relating to the services, meaning,
scope, operation or effect of this contract or the validity or the breach
thereof shall be settled by arbitration in accordance with Arbitration and
Conciliation Act, 1996 or any modification thereof. The arbitration shall be
conducted by sole arbitrator appointed by NABARD and the award made
in pursuance thereof shall be binding on the parties."

(b) The venue of the arbitration shall be at Thiruvananthapuram.
(c) The language of arbitration shall be English.

(d) Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

37. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.

38. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygienic condition.

39. The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.

40. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the NABARD. The Contractor shall assist the NABARD fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the NABARD.

41. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside NABARD’s residential/Office premises.

42. The engaged staff shall also undertake other specific work related with/without housekeeping works and other works during working hours as per instruction of ACT/P&SO, if required.

43. **Termination of agreement:** “If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

(a) in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or

(b) the contractor commits a breach of any terms and conditions of this agreement and/or
(c) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or

(d) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

(e) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

44. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

45. In case the Contractor desires to terminate the Contract, he may do so by giving the Bank a notice period of three months.

46. On site storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials.

47. The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to NABARD's property.

48. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD. But he can engage various licensed agencies/agencies for carrying out different works.

49. While submitting the monthly bill for AMC, the contractors have to submit all the required documents / statements as desired by NABARD. Contractor will not link payments to his labours with the settlement of his bill by NABARD.

50. It is the contractor's responsibility to coordinate with other service providers viz. companies, municipality etc. for completion of the work, if required and attending to the work along with liaising with local bodies including making payments to statutory bodies. Bank shall reimburse the payments for such works on production of valid receipts. No other charges for such works shall be payable.

51. **Validity of Offer** : 90 days from the date of opening of the price bid.

52. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper as per the prevailing rates in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.
53. Additional Terms and Conditions, Special conditions, Safety conditions as stated in attached sheets.

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

(SIGNATURE OF THE TENDERER)

Place: Name:
Date: Seal:
INSTRUCTIONS FOR THE TENDER

1. PROCEDURE FOR FILLING AND SUBMISSION OF TENDER:
   1. 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/).
   2. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login e-Procurement 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.
   3. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password.
   4. For more information regarding e-bid process and procedure of submission of ebid, bidders may follow ‘Bidding Manual’ available on eProcurement 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 below).
   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 27th April 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.
   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.
   7. 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:

   - Fairlin Jivin 0124-4302000 ext 112 , email-fairlin.jivin@ctindia.com
   - Ujwala Shimpi 0124-4302000 ext 114 , email id-
8. 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.

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

10. **e-Tenders must be submitted online not later than 12:00pm 19th May 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. NABARD takes no responsibility for delay / loss in uploading of Quotations / Tender Documents.

12. Bids submitted by unauthorised agents and FAX / Telegraphic bids shall not be entertained / considered.

13. Rates should include all items pertaining to the housekeeping works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.

14. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance for the tender item. In case of any variation in quantity or value, the same will not be made a matter of dispute by the Bidder / Tenderer.

15. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.

16. If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.

17. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the Tenderers.
18. Rates should be filled in the Tender neatly. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

a) When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.

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

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

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

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

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

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

14. The Contractor shall monitor the on-going works or satisfactory completion of works or redressal of complaints through his staff. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer’s capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

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

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

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

**DECLARATION BY THE CONTRACTOR**

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

(SIGNATURE OF THE TENDERER)

Place: 
Name: 
Date: 
Seal:
SCOPE OF WORKS

(I) Daily Cleaning

(A) Sweep and Clean

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

(B) Trash removal

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

(C) Glass surface cleaning (2 times a week)

- Cleaning (damp and dry) of all glasses at entrance doors/ glass partitions /glass paneling of the premises.
- Cleaning of all glass table tops, cabin doors, cabin partitions and glass accessories in all floors except two floors.
- Removal of grease marks or finger prints from glass counters and partitions using all-purpose cleaner and lint free cloth or paper towels.
- Cleaning of ceiling fungus/ cobwebs/ dust / water dampness as required.
(D) Washroom cleaning (to be carried out twice in a day)

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

(II) Weekly Cleaning

(A) Vacuuming

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

(B) Deep Cleaning

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

(C) Window Glass Cleaning

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

(D) Sanitizing

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

(III) **Fortnightly Cleaning Services**

(A) **Dusting & Wiping**

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

(B) **Scrubbing**

- Scrubbing of all floor areas with scrubbing machines

(C) **Contractor will also do the following tasks:**

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

Place:

Date: 

(SIGNATURE OF THE TENDERER)

Name:

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. Contractor shall maintain job cards and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work and the amount of deduction/penalty beyond that period for pending work as well as for any substandard work will be as under:

<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Time of completion</th>
<th>Penalty for delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>All items indicated in scope of works based on their periodicity</td>
<td>As given in scope of works</td>
<td>Rs. 500 per day per pending work</td>
</tr>
</tbody>
</table>

4. **Penalty clause:** In case of absence of workers proportional per day wages pertaining got the absent contract labour will be (minimum specified in the price bid), deducted. The contractor labour will be allowed weekly office on a Sunday. However, if NABARD requires the required manpower needs to be supplied during Sunday also, the expenditure incurred for the same will be paid as per the rate quoted in the tender.

5. 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.

6. **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.

7. In case of emergency work, no extra payment for working in odd hour will be made.
8. The property will be handed over to the Contractor for housekeeping works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

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

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

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

Place:

Date:  

(SIGNATURE OF THE TENDERER)

Name:

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

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

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

6. Penal action will also be taken if the contractor’s supervisors and workmen/ work women 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.

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

Declaration by the Contractor

We / I have read and understood the Safety code for the House-keeping services & Visiting Officers’ Flat / Visiting Employees’ Flat Services at NABARD 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

## Manpower Requirement

<table>
<thead>
<tr>
<th>Area /location</th>
<th>Supervisor (Semi-Skilled)</th>
<th>Open space cleaning + garbage collection (sweepers/unskilled)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD Regional Office, Punnen Road, Statue, Thiruvananthapuram</td>
<td>1</td>
<td>9</td>
<td>Suggested staff strength</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1</strong></td>
<td><strong>9</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note: Out of 9 sweepers, **2 shall be gents.**

(SIGNATURE OF THE TENDERER)

Place: 
Name:
Date: 
Seal:
## Annexure I (a)
### List of Cleaning materials

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

### Calculation Sheet

*(Per Month Calculation as per applicable category)*

To be enclosed with price bid/s only. The filled in Annexure II should be separately uploaded in along with the price bid in the location indicated for the same.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
<th>Unskilled (Rs.)</th>
<th>Semi-Skilled (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Minimum wages (as per Central Govt. or Kerala State Govt. <strong>whichever is higher</strong>) inclusive of Special Allowance / VDA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EPF (Employer portion) (EPF at 13% to be calculated on minimum wage per month or on maximum minimum wage up to ₹15,000 whichever is lower)</td>
<td>..... %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>ESI Contribution (ESI at 3.25% to be calculated on minimum age per month or on maximum minimum wage up to ₹21,000 whichever is lower)</td>
<td>..... %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Bonus (Bonus at 8.33% to be calculated on minimum wage per month or on maximum minimum wage up to ₹21,000 whichever is lower)</td>
<td>..... %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Other charges / other statutory payments ***</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Total (A+B+C+D+E)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

The filled Annexure II should not be enclosed in Technical bid, it should be uploaded in the link provided along with the price bid.

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

### 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.

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

Signature

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

Place:  
DATE:  
(SIGNATURE OF THE TENDERER)  
ADDRESS:  
NAME
Annexure IV

ARTICLES OF AGREEMENT
On Non-judicial stamp paper (Draft)

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Thiruvananthapuram on this ...... day of ______ 2018

BETWEEN

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

AND

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

(NABARD and the Contractor are collectively hereinafter referred to as “the parties”)

1. WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for Housekeeping, open space cleaning, garbage collection, Services (hereinafter referred to as “the said works”) of its premises at NABARD Staff Quarters at Dr.Pai Road, Poojappura, Thiruvananthapuram 695 012 (hereinafter collectively referred to as “the said Premises”) for the period 01.06.2021 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.

(2) The Contractor had, vide its letter dated .................2021, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. .........................dated ......2021 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:
2. The contract shall commence from ..........and shall continue till ................. unless it is curtailed or terminated by NABARD owning to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of Rs. .... per month for the period from 01.06.2021 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, except for the items under section D of price bid 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.

3. 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.

4. 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.

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

6. The Contractor should make discreet inquires 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.

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

8. 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.
9. NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.

10. 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.

11. 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.

12. 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.

13. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

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

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

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

17. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 Kerala/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.

29. 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.

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

31. 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.

32. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
33. 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.

34. 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.

35. The EMD received from the Contractor will be retained by NABARD towards Security Deposit.

36. 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.

37. 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 monitory terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. Resolution of disputes

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

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

iii. 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:

iv. "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."

v. The venue of the arbitration shall be at Thiruvananthapuram.

vi. The language of arbitration shall be English.

vii. 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.

44. 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.

45. 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.

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

47. 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 ____________________

DGM/ GM

For & on behalf of NABARD

In the presence of

1._____________________
2._____________________

Signed, sealed and delivered

by Shri ____________________

the duly authorized signatory for & on behalf of the Contractor

In the presence of

1._____________________
2._____________________