



NB. Kerala/ /DPSP/P-72/2024-25

17 May 2024

M/s

### **NOTICE INVITING TENDER**

Dear Sir

### **Tender for Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**

National Bank for Agriculture and Rural Development (NABARD), Kerala Regional Office intends to award the **Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**. For this, a two stage-bidding process under GeM i.e., Technical Qualification with respect to Technical aspects, and Competitive Rates is being followed. Tender documents can also be downloaded from our website [www.nabard.org](http://www.nabard.org) under the tender column from **17 May 2024**. Contractors registered on GeM may only apply.

- 1) National Bank for Agriculture and Rural Development (NABARD) has its Kerala Regional Office at Punnen Road, Statue, Thiruvananthapuram – 695001 and NABARD Staff Quarters at Poojappura, Thiruvananthapuram -695012. The total number of required manpower and the services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. *The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
- 2) Tenders will be applied on GeM only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid, along with proof of having submitted EMD to GeM, and terms & conditions in prescribed tender document.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

**National Bank for Agriculture and Rural Development**

केरल क्षेत्रीय कार्यालय

राष्ट्रीय कृषि और ग्रामीण विकास बैंककेरल क्षेत्रीय कार्यालय, पुन्नेन रोड, स्टाट्यू, तिरुवनंतपुरम – 695001 टेलि: 0471 2701600/700 ई-मेल: [trivandrum@nabard.org](mailto:trivandrum@nabard.org)

**Kerala Regional Office**

National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnen Road, Statue Thiruvananthapuram – 695001  
Tel :- 0471 2701600/2701700 • E-mail: [trivandrum@nabard.org](mailto:trivandrum@nabard.org)





**The PART– II of the tender shall contain only the financial bid in the prescribed format in GeM.** No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected. The PART–I (Technical Qualification Bid) of the tender shall be opened first on **10 June 2024** as per GeM procedure. Based on the Technical Qualification bid/ tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened/considered.

- 3) NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender. The date of pre-bid meeting is **24.05.2024**.
- 4) Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the Bidder's own conditions other than those specified by NABARD, are liable to be rejected.
- 5) Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The Chief General Manager, National Bank for Agriculture and Rural Development, Kerala Regional at Punnen Road, Statue, Thiruvananthapuram – 695001" who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the Bidders which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender. The bidder must have registered office in Kerala.
- 6) The Bidder shall deposit Earnest Money Deposit (EMD) amounting to **₹2,54,574/- (Rupees Two Lakh Fifty-Four Thousand Five Hundred and Seventy Four only) by directly crediting the amount in GeM Account.** EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders by GeM. MSME and other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

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

**Kerala Regional Office**

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





- 7) Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to **31<sup>st</sup> March 2026** except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**
- 8) The minimum Service charge and maximum service charge to be quoted by bidders are **3.85 % and 7%** respectively. Bidders quoting outside this service charge band i.e 3.85 % - 7% will be rejected.
- 9) This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of GeM portal, preference shall be given to the rules / provisions given in our tender document. The bidders are required to sign all the relevant documents of the tender and upload in the GeM portal in additional details link.

Yours Faithfully,

**(Sajeev S)**

**Deputy General Manager**

**राष्ट्रीय कृषि और ग्रामीण विकास बैंक**

**National Bank for Agriculture and Rural Development**

केरल क्षेत्रीय कार्यालय

राष्ट्रीय कृषि और ग्रामीण विकास बैंककेरल क्षेत्रीय कार्यालय , पुन्नेन रोड ,स्टात्यू, तिरुवनंतपुरम - 695001 टेलि: 0471 2701600/700 ई-मेल: trivandrum@nabard.org

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Tel :- 0471 2701600/2701700 • E-mail: [trivandrum@nabard.org](mailto:trivandrum@nabard.org)



## FORM OF TENDER

### Tender for Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026

Please Note: Works/Work here and elsewhere in the tender shall mean **Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**

The Chief General Manager,  
National Bank for Agriculture and Rural Development,  
Kerala Regional Office,  
Punnen Road,  
Statue,  
Thiruvananthapuram-695001

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are: (i.)

(ii.)

3. Address of the firm :

Tel. No:

Fax:

Email:

Mobile No(s):

i) \_\_\_\_\_ ii) \_\_\_\_\_

Name of the person(s) authorized to sign the contract

i) \_\_\_\_\_ ii) \_\_\_\_\_

iii) \_\_\_\_\_

4. Name of the partner(s) of the firm authorized to sign the contract.

i) \_\_\_\_\_ ii) \_\_\_\_\_

iii) \_\_\_\_\_

5. The names of the Partners/Directors of our firm are.

i) \_\_\_\_\_ ii) \_\_\_\_\_

iii) \_\_\_\_\_

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Financial Bid in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

10. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 31st March 2026) except only if the minimum wages are revised and contract rates are lower than the revised minimum wage rates or change of GST.



11. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

i) \_\_\_\_\_ ii) \_\_\_\_\_

iii) \_\_\_\_\_

**NAME OF THE PERSON(S) AUTHORISED TO SIGN**

**AND SUBMIT THE TENDER**

Documentary proof in respect of Letter of Authority / Power of Attorney enclosed along with the Tender.

**YOURS FAITHFULLY**

**(SIGNATURE OF THE BIDDER with Seal)**

**NAME AND ADDRESS OF THE BIDDER  
AND SEAL**

**DATE:**

**PLACE**

## 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 **“Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026.”**. 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, 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) commits 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 **Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**

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 to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose 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 **Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**

(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) are Dr. Sanjay Kumar Panda, IAS (Retd.) Ward No.3, Sideshwar Sahi, Cuttack City, Cuttack district, Odisha 753008, email id: sanjaypandaias@gmail.com (Mob:8527661800), and Shri. Jagdeep Kumar Ghai, PTA & FS (Retd), Flat 1032, A wing, Vanashree society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai, Pin 400706, email id: jkghai@gmail.com (Mob:6869422244).

(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 **Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**

(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:

**INSTRUCTIONS TO THE BIDDERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS ELIGIBILITY CRITERIA**

The work involved is **Annual Maintenance contract for providing security services at NABARD RO Building and NABARD Gardens Staff Quarters, Poojappura, Thiruvananthapuram for the period 01<sup>st</sup> July 2024 to 31<sup>st</sup> March 2026**. Scope of work and services to be provided are indicated in the “**SPECIAL TERMS AND CONDITIONS – Scope of Work - Illustrative**” of this tender. *The Bidders are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*

1. The contractors should have experience of similar works during the last 7 years (ending 31.03.2024) and who fulfill the following criteria are eligible to tender: -

a) Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (ending 31.03.2024) with contract value (costing individually) not less than **₹102.00 lakh.**

OR

b) Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.03.2024) with contract value (costing individually) not less than **₹64.00 lakh.**

OR

c) Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.03.2024) with annual contract value (costing individually) not less than **₹51.00 lakh.**

d) The Bidders should have average Annual Turnover of **₹39 lakh** each year during the last three years ending 31 March 2024 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

e) The Bidders should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, PSARA etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid). Agency should have a valid license/registration as per GOI instructions or from any other competent authority to operate a manpower agency in the State of Kerala and similarly registration with appropriate competent authority. Bidders to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.



- f) 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.
- g) Contractors should be registered under ESI and EPF act and should have a valid PF code number and all the employees of the contractor to be deployed by them should be enrolled as member of EPF and should have a PF number. Documents relating to the same i.e. ESI & EPF should be submitted in the Technical Qualification bid i.e. Part-I of the tender in the additional details link on GeM portal.
- h) **Should have a registered office in Kerala (Supporting document of registered office to be submitted).** Bidders are requested to submit the following documents in **PART - I** (Technical bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -
- i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last seven years.** “Similar Works” means experience in executing Annual Maintenance contract for providing **security services** in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. **having registered office or such similar setup in India.**
- j) IT returns of last three consecutive financial years – 2021-22, 2022-23 & 2023-24.
- k) References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
2. Intending Bidders are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
3. 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.
4. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of Bidders to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
5. If required, the Bank will obtain reports on past performance of the Bidder from his clients and bankers and evaluate the said reports before opening of the PART-II



(Financial Bid) of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.

6. After scrutiny of Part-I (Technical Qualification Bid), if any of the Bidders is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.

7. Applications containing false and/or inadequate information are liable for rejection.

8. While filling up the application about the list of important projects completed or on hand, the applicants shall only include those works, which individually cost not less than the specified amount.

9. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Kerala Regional Office, at Punnam Road, Statue, Thiruvananthapuram – 695001.

**I/We have read and understood the instructions contained herein above and are acceptable to us.**

Date:

Place:

**Address**

Signature of the Bidder with seal



### INSTRUCTIONS TO THE BIDDER

1. All the pages of the Tender Document shall be signed by the Bidder.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. EMD amount of **₹2,54,574/- (Rupees Two Lakh Fifty-Four Thousand Five Hundred and Seventy Four only)** is to be remitted to GeM in their listed banks and the same will be reimbursed to the unsuccessful bidders by GeM.
4. The Tender / Quotation shall be submitted as per procedure of GeM as PART-I (Pre-qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the GeM portal.
5. Bids submitted by unauthorized agents and FAX / Posts shall not be entertained.
6. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
7. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.
8. The Bidders 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 Bidders.
9. **No Bidder will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any Bidder withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such Bidders shall be forfeited.**
10. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, in such case the amount given in words will be considered final.
11. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant



such assessment in the overall interest of NABARD.

### **DECLARATION BY THE BIDDER**

1. I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
2. I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
3. I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.
4. I/we hereby confirm we will abide by the minimum wages Act as per Govt. orders revised from time to time.

DATE :

SEAL & SIGNATURE OF THE BIDDER

PLACE:

**GENERAL INSTRUCTIONS TO THE CONTRACTORS**  
**AND GENERAL CONDITIONS OF CONTRACT**

1. Contractor shall provide **01 Lady Guard (General Shift on working days for office) & 18 Nos of security personnel who work for 26 days in a month and 01 security person who work for 16 days in a month)** uniformed, **trained and Certified (from their Training Establishment mentioned in pare 2.4)** personnel round the clock, to the Bank for providing safety, monitoring and surveillance services at its properties.
2. The agency will quote the rates per shift of eight hours per person per day. **In case of revision in wage structure of Guards (if any) by the Central Government, the incremental wages as applicable, will be payable on being claimed by the bidder.** The strength of the Security Personnel can be increased or decreased at any stage depending upon the actual requirements by the Bank.
3. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Bank and if any change is required on part of the Bank, fresh list of staff shall be made available by the agency after each and every change.
4. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Bank.
5. The antecedents of security staff deployed shall be verified by the bidder from local police authorities and an undertaking in this regard is to be submitted to the Bank.
6. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank.
7. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
8. Adequate supervision will be provided to ensure correct & effective performance of the security services as per clause 13 of this document and in accordance with the assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no

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

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

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

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

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

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

14. The eight hours shift will normally commence from 0600 hrs. up to 1400 hrs. 1400 hrs. up to 2200 hrs. and 2200 hrs. up to 0600 hrs. But the timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. **No payment shall be made by the Bank for double duty, if any. A fine of Rs. 500/is liable in such cases from the Contractor's bill. Authorised Manager must organize surprise visits, at least 3 visits during day and 2 during nights (between 12 am and 04 am) every week, to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the**



authorized representatives of the Bank. **Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 500/- per missed visit.** The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.

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

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

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

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

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

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

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

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

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

of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks premises.

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

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

## **25. Payment**

25.1 The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Caretaker of the Bank Colonies, attested by the P&SO and other supporting documents. No other claim on whatever account

shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.

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

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

GRATUITY	SECURITY DEPOSIT
OTHERS ALLOW.	TOTAL DEDUCTION:
ADD. ALLOW/LATE DUTY	
GROSS WAGES	
OT	
GROSS WAGES + OT	
DEDUCTIONS(TAXES AND ANY OTHER CHARGES)	
NET PAYABLE (Rs.)	

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

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

28. Penalty:

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

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

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

- i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
- ii) After four weeks delay the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out from other



contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.

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

### **30. Force Majeure**

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

### **31. Obligations of the bidder/ contractor:**

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

- g. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect. Bank will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty. Violation in this regard is liable to be penalized.
- h. The contractor shall ensure that Security staff engaged by the contractor do not take part in any staff union and association activities.
- i. The contractor shall bear all the expenses incurred on the following items i.e. Provision of uniforms(including name badges, belt and shoes), torches and cells, lathis/ballams and other such gadgets to driver staff, security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
- j. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank etc.
- k. The bidder will have to enclose the proof / copies of the challans/Bank Account statements showing payment of statutory dues for the previous month along with monthly bills.
- l. The bidder should have its own **quick response team (with vehicle) in Thiruvananthapuram City**, to deal with emergency situations.
- m. The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.
- n. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the premises for which security will be provided.
- o. The contractor shall have his own Establishment and Mechanism to provide periodic training of guards deployed, to ensure correct and satisfactory performance of his duties and responsibilities under the contract. A record of such training should be maintained in a register and available for inspection at all times. The training officer to meet the P&SO in charge once in a fortnight and debrief on the training imparted.
- p. That in the event of any loss occasioned to the Bank, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the Bank, such loss will be made good from the amount payable to the tenderer. The decision of the Bank in this regard will be final and binding on the agency.
- q. The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter

or transaction undertaken or handled by the Bank and shall not disclose to any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

### **32. Dispute Resolution**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, NABARD, Thiruvananthapuram.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Thiruvananthapuram only.

### **33. Jurisdiction of Court**

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

Place: (SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

### **SCOPE OF WORK**

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

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

### **DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

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



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

12. In emergent situations, security staff/supervisor deployed shall also participate and they should be sensitized for their role in such situations.

13. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff, female and elderly visitors.

14. The Security Guard on duty shall not leave the premises until his reliever reports for duty.

15. Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.

16. The security guard on duty shall be responsible for switching on and off the common area lights in the mornings and evenings.

17. They shall familiarise themselves with the rescue operations of people struck in the lifts in case of emergency.

18. Visitors register will be maintained by the guards at the main entrance to office and Staff Quarters.

19. Contractor shall provide services **of Security Guards as per the following actual requirements.**

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

\* Female Guard on working days only

Place:

(SIGNATURE OF THE TENDERER)

Name:

Date:

Seal:

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

1. NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by NABARD. If required, NABARD may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by NABARD within stipulated time. NABARD reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract."
2. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by NABARD from time to time.
3. Penalty clause: In case of absence of workers (minimum specified in the BOQ), the amount will be deducted as below .
4. If the contractor fails to deploy the number of manpower as required under the agreement / tender and such absence of manpower in each category of workmen exceeds 15% or more of total man days in a month, then a penalty of Rs. 550.00 per day shall be imposed on the contractor for all absent days including 15% of the absences during the month. The amount of penalty shall be adjusted from the amount payable to the contractor and shall not be deducted by the contractor from the wages payable to the workmen.
5. Additional Penalty: If the contractor continues to fail to engage sufficient workers and does not show sufficient progress in attending to the works, NABARD may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.
6. In case of emergency work, no extra payment for working in odd hour will be made.
7. NABARD reserves the right to change scope of work or the number of labours during the contract period.

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

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

Place:

(Signature of the Tenderer)

Date:

Address:

Name and Seal:

### **SAFETY CODE**

1. The Contractor shall maintain in a readily accessible place **first aid** appliances including adequate supply of sterilized 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 hospitalization.
3. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.
4. A penalty of Rs. 1,000 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000 shall be levied if violation is repeated.
5. Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
6. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

#### **1. Declaration by the Contractor**

We / I have read and understood the Safety code for the security services at NABARD Office Premises and Staff Quarters and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date :

Address :

Name and Seal :

(Signature of the Tenderer)

**ANNEXURE I**

**BASIC INFORMATION ABOUT THE TENDERER**

1. Names, address of firm/Agency :
2. Company and Telephone :
3. Name, Designation, Address  
and Telephone No. of authorized person :
4. Please specify as to whether Tenderer is  
sole proprietor Partnership firm/Private  
or Limited Company :
5. Name, Address and Telephone No.  
of Directors/partners :
6. Registration No. :
7. Copy of PAN card issued by Income  
Tax Department and Copy of previous  
Financial Year's Income Tax Return. :
8. Provident Fund Account No. :
9. ESI Code Number :
10. License number under Contract Labour (R&A) Act1970 of the Employer
- (a) Details of Bid Security/  
Earnest Money deposit :
- (b) Amount :
- (c) UTR Number of the amount  
deposited in NABARD account :
- (d) Date of Deposit :
- (e) Name of Bank transferred from :
12. Any other information :

Photo Affix  
duly  
And attest



13. Declaration by the bidder :

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

**(Signature of the bidder) (With seal)**

**Name and Address**

**ANNEXURE-II**

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES**

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

**Signature of the Bidder**

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



**ANNEXURE-III**  
**CHECKLIST FOR TECHNICAL EVALUATION**

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

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

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

**ANNEXURE-IV**

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

To

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

**Subject: Tender for providing security services – 01<sup>st</sup> July 2024-31<sup>st</sup> March 2026**

Sir,

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

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

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### ANNEXURE-V

#### CLIENT'S REPORT

(On Client's Letter Head)

Performance details of the Firm: M/s

Located at:

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

Signature of the Reporting Officer Place

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

**THIS AGREEMENT** is made at Thiruvananthapuram on this ..... day of \_\_\_\_\_  
 2024

**BETWEEN**

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development having its Kerala Regional Office at Thiruvananthapuram- 695001, hereinafter referred to as “**NABARD**” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

**AND**

M/s. ...., a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office 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**”)*

**2. WHEREAS**

(1) NABARD, being desirous of outsourcing the works relating to Annual Service contract for Security Services (hereinafter referred to “**the said works**”) at its Office premises at Punnen Road, Statue, Thiruvananthapuram 695001 and at NABARD Staff Quarters at Dr.Pai Road, Poojappura, Thiruvananthapuram 695012 (hereinafter collectively referred to as “the said Premises”) for the period 01-04-2024 to 31-03-2026 had, vide its letter No. ....dated ....., issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure ” and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated .....2024, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No. ....dated .....2024 had selected the Contractor for carrying out the said works at the said Premises.

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

**NOW THIS INDENTURE WITNESSES AS FOLLOWS:**

1. The contract shall commence from 01.04.2024 and shall continue till 31.03.2026 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of ` .\_\_\_\_\_ **per month for the period from 01.07.2024 to 31.03.2026** 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 31.03.2026 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.
2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2026 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by: -
  - i. List of individuals deployed
  - ii. Bio-Data containing educational qualifications and previous experience/s, date of birth, etc.
  - iii. Certification of verification of antecedents of persons by local Police authority.
  - iv. Identity Cards bearing photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure I of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to

perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s .

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

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

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

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

11. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.

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

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

14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the



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

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

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.

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

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

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

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

22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officers of Department of Premises, Security and Procurement, NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.

24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.

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

26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.

27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.

28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are on time, irrespective of receipt of payment from NABARD. The bank deposit statement should be mandatorily furnished if asked for from time to time.

29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
33. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
34. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
35. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
36. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
37. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

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

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

### 3. **41. Resolution of disputes**

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

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

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

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

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

41.5 The language of arbitration shall be English.

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

42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with

confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

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

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

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

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

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

\_\_\_\_\_  
DGM/ GM

For & on behalf of NABARD  
behalf of the Contractor  
In the presence of

The duly authorized signatory for & on  
behalf of the Contractor  
In the presence of

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

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

**ANNEXURE-VII**  
**PROFORMA FOR ELECTRONIC PAYMENT**

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

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

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

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

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

Place:

DATE:

(SIGNATURE OF THE TENDERER)

ADDRESS:

NAME:



**Annexure II FINANCIAL BID: (To to be filled)**

**(Per Month Calculation (26 days) as per applicable category)**

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

Sl. No.	Description	Details	Watch and Ward without Arms (Rs.)
A	Minimum wages (as per Central Govt. or Kerala State Govt. <b>whichever is higher</b> ) inclusive of Special Allowance / VDA.		862.00
B	Monthly	(A*26 days for watch and ward without arms)	22,412.00
C	EPF	EPF @13% on 'A' (On Max Limit 15000)	1950.00
D	Total payment per month	(B+C)	24,362.
E	<b>Total cost for 19 security personnel per month.</b>	<b>(D)*19</b>	<b>4,62,878</b>
F	Monthly for 16 days (16 days in a month)	(A*16 days for watch and ward without arms)	<b>13,792</b>
G	EPF	EPF @13% on 'F'	1,793
H	ESI	ESI @3.25% on 'F'	449
I	Bonus	Bonus @8.33% on 'F'	1,150
J	Total payment per month	(F+G+H+I)	17,184.
K	<b>Total cost for 1 security personnel per month (16 working days).</b>	<b>(J)*1</b>	<b>17,184</b>
L	Total cost per month	(E+K)	<b>4,80,062</b>

M	<b>Total cost for 21 months (19 security personnel for 26 days per month+ 1 Security for 16days/month)</b>	(L)*21	<b>1,00,81,302</b>
N	<b>Service Charges</b>	<b>.....% of 'M' (The service charge should be from 3.85% to 7%)</b>	
O	<b>Total</b>	<b>(M + N)</b>	
P	<b>GST</b>	<b>18 % of (O)</b>	
Q	<b>Grand Total</b>	<b>(O+ P)</b>	

**Note 1: - Rate quoted in the GeM Portal should be the Grand Total ie 'Q' as per the table serial number.**

**Note 2: -** For all calculation, there shall be 26 working days in a month and a year shall comprise of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

**Note 3: -** No change shall be allowed in this table.

**Note 4: -** Sl. No. C, & D above shall be paid as per Central Govt. Acts/Notifications including amendments.

**Note 5:-**Basic Wages plus VDA at Sl No. A are as per Central Govt. Minimum Wages w.e.f. 01 April 2024 for Security services (watch and ward).

**Note 7: -** Rates quoted would be applicable for the entire period i.e. up to 31<sup>st</sup> March 2026. However, revision in rates would be considered only if the minimum wages & taxes are revised.

**Note 8:-** For Sl. No. (K) of financial bid, Service Charges claimed by contractor should include premium towards insurance cover for the workers employed, premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, Overhead Profits, TDS deductions, management and supervisory charges including Contractor's Profit, materials required on monthly basis wherever the tender requires the contractor to bear the cost of materials, tools and equipment as per requirement, uniform for labours, other overheads, etc. Contractors are advised to quote service charges after due diligence which should be reasonable and workable.



If a bidder quotes impracticably low service charges i.e. less than or equal to 3.85%, the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. If a bidder quotes impracticably high service charges i.e. more than or equal to 7 % the bid shall be treated unresponsive and will not be considered for further evaluation and will be disqualified. Service charges should be written in % and in figures

**Note 9:-** VDA=Variable Dearness Allowance, ESI= Employee State Insurance, EPF= Employee Provident Fund, EDLI= Employee Deposit Linked Insurance Scheme.

**Date:**

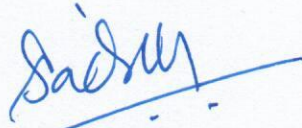
**Signature of the Bidder with seal**

**Place:**

**NATIONAL BANK FOR AGRICULTURE AND RURAL  
DEVELOPMENT, KERALA REGIONAL OFFICE,  
THIRUVANANTHAPURAM**

**Undertaking**

We certify that the procurement for Annual Maintenance contract for providing Security services for NABARD Regional Office and NABARD Gardens, Staff Quarters, Dr. Pai Road, Poojappura for the period 01st July 2024 to 31st March 2026, is not feasible from the items/catalogues available on GeM.



**(Sajeev S)**

**Deputy General Manager**

**17 May 2024**