



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
 Department of Premises, Security and Procurement
 Odisha Regional Office
 Ankur 2/1, Nayapalli Civic Centre, IRC Village, Bhubaneswar -751015
 Email:dpsp.bhubaneswar@nabard.org

Tender Notice for Empaneled vendors

Limited Tender Notice for Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016

National Bank for Agriculture and Rural Development (NABARD) invites limited tenders for undertaking. Vendors empanelled with NABARD, Odisha RO under related category may log on to the website of NABARD i.e. www.nabard.org or to the Central Public Procurement Portal i.e. <https://eprocure.gov.in> to download the Tender Document for submitting the same duly filled by Date: 08/07/2024 by 11.00 hrs

Date of issue of tender document	02/07/2024
Pre Bid Meeting with bidders	04/07/2024 at 11:00 AM
Last date and time for submission of tender	08/07/2024 by 11:00 AM
Date and time of opening Bids	08/07/2024 by 12:00 PM
Retention Money Deposit (RMD)	5% of work value

NOTICE INVITING TENDER

Ref. No. NB. ODRO. BHU/ 14527 /DPSP/Building Replastering/2023-24

02/07/2024

M/s _____

Dear Sir

Limited Tender Notice for Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016.

1. NABARD invites sealed tenders from Vendor/ Service Providers of repute & experience that are empanelled with NABARD Odisha RO for related category to undertake Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD's website www.nabard.org or Central Public Procurement Portal <https://eprocure.gov.in>. It may be noted that the tendering will be a single bid system. The bid will be put in a sealed covers with superscription of "Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016" on it and submitted in the tender box at Third Floor, DPSP, National Bank for Agriculture and Rural Development (NABARD) Odisha Regional Office, Ankur, 2/1, Nayapalli, Bhubaneswar- 751015.
2. The successful tenderer will be required to deposit Retention Money Deposit (RMD) @ 5%. The RMD will be released after completion of Defect Liability Period of one year and shall not bear any interest. The RMD will be liable to be forfeited in case the contractor commits any breach of terms and conditions of the contract, or fails to complete, or rectify the work.
3. The time allowed for completion of captioned work shall be 45 days to be reckoned from the date of issue of work order.
4. The Defect Liability Period shall be for a period of one year from the date of completion of the work. During this period, the vendor will be responsible to rectify any defect without incurring any additional cost by the Bank.
5. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.
6. Estimated cost of the work is Rs. 13,77,000/-.

Address for Communication:

The Chief General Manager
National Bank for Agriculture and Rural Development (NABARD)
Odisha Regional Office
Ankur, 2/1, Nayapalli
Bhubaneswar- 751015

-Sd-
(JKSamal)
Deputy General Manager

Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016

SCHEDULE OF EVENTS

Bid Document Availability	<p>Tenderers are advised to submit the bids in tender box at Third Floor, DPSP, National Bank for Agriculture and Rural Development (NABARD) Odisha Regional Office, Ankur, 2/1, Nayapalli, Bhubaneswar- 751015</p> <p>Tender document (for reference purpose only) can be downloaded from: https://www.nabard.org/Tenders.aspx?cid=501&id=24, as well as from Central Public Procurement Portal (CPPP) from https://eprocure.gov.in/eprocure/app.</p> <table border="1" data-bbox="638 667 1372 762"> <tr> <td data-bbox="638 667 824 699">From:</td> <td data-bbox="831 667 1372 699">02/07/2024</td> </tr> <tr> <td data-bbox="638 699 824 762">To:</td> <td data-bbox="831 699 1372 762">08/07/2024 by 11:00 AM</td> </tr> </table>	From:	02/07/2024	To:	08/07/2024 by 11:00 AM
From:	02/07/2024				
To:	08/07/2024 by 11:00 AM				
Retention Money Deposit(RMD)	<p>The contractor shall deposit Retention Money Deposit for an amount of 5% of work value credited into our Bank Account, details mentioned on page 4</p> <p>If the bidder wants to claim exemption under MSME Procurement Policy of Govt. of India, the bidder has to submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD itself.</p>				
Pre-Bid Meeting	04/07/2024 at 11:00 AM				
Last Date for Submission of Tender	08/07/2024 by 11:00 AM				
Opening of Bids	<p>08/07/2024 by 12:00 PM</p> <p>Authorized representatives of vendors may be present during opening of the Bids. However, Bids would be opened even in the absence of any or all the vendors' representatives.</p>				
Address for communication	<p>Department of Premises, Security and Procurement (DPSP), NABARD, Odisha Regional Office, Ankur 2/1, Nayapalli Civic Centre , IRC Village, Bhubaneswar -751015</p>				

FORM OF TENDER

To

The Chief General Manager
National Bank for Agriculture and Rural Development
Odisha Regional Office
Nayapalli Civic Centre, IRC Village
BHUBANESWAR - 751015

Dear Sir,

Limited Tender Notice for Notice for Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016

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

MEMORANDUM

- | | |
|--|--|
| a) Description of work | Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016 |
| b) Time allowed for completion of work | 45 days
As per Government Notifications |
| c) Percentage, if any, to be deducted from bills towards IT, GST, etc. | 5% from every R. A. |
| d) Retention Money Deposit (RMD) | |

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

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of the tender annexed hereto so far as they may be applicable or in default thereof to forfeit the RMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions. The RMD will not bear any interest.

Details of the Firm/ Company/ Individual

a. Name of our firm / Company / Individual

b. Address of our firm / Company/ Individual

c. Telephone No.:

Mobile No.

d. E-mail address

e. Our Bankers are:

Sl. No	Name of Bank and Branch	A/c No.	Nature of A/c. (SB/CA/ CC (OD))	IFSC No.
i				
ii				

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract

(Certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

PRE-QUALIFICATION CRITERIA

Service wise Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

1. The Bidding Firm/Company should have relevant experience in the renovation of projects as an organization in which bidder is quoting
2. The work orders and work completion certificates issued by the client institutions may be submitted in this respect.
3. The tenderers should have applicable Tax registrations (GST, PAN).
4. Tenderers should have a current/savings bank account with a scheduled commercial bank.
5. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
6. Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as indicated in the form of TENDER. Failing which shall lead to cancellation of application for Tenderer.
7. While deciding upon the selection of Tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule.
8. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
9. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed and sealed
10. Applications containing false or inadequate information are liable for rejection and NABARD reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process.

Signature, Seal and Stamp of tenderer

INSTRUCTIONS TO THE BIDDERS

1. The tenders shall be signed by the person/persons on behalf of the organization having necessary Authorization/Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with applications).
2. If the space in the pro forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the pro forma and serial number. Separate sheets shall be used for each part of application, if required, with due authentications.
3. While filling up the tenders regarding the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement / completion value of 40% of estimated cost and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
4. The contractor must have qualified and experienced professionals in the respective discipline.
5. The applicant must have successfully completed the work according to the eligibility criteria mentioned.
6. The contractor shall deposit Retention Money Deposit for an amount of 5% of work value through NEFT/RTGS into our Bank Account as given below:

Payee Name	:	NABARD
Current Account No	:	NABADMN05
Name of the Bank	:	NABARD
IFSC Code	:	NBRD0000002

Note: UTR number is to be indicated for payment made through NEFT/RTGS

7. The rates for each item as per scope of work shall be quoted by the applicant in the bid to be submitted.
8. The Tender is strictly on Item Rate basis. The estimated cost of the work is Rs.13.77 lakhs (approximately).
9. All the pages of the Tender Document shall be signed and duly stamped by the Tenderer.
10. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
11. Bids submitted by unauthorized agents and fax bids shall not be entertained/considered.
12. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
13. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer/ representative, the Bill will not be accepted.
14. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, and machines, Scaffolding & Retrofitting/Repairs etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any

account.

15. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
16. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
17. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made quoting for all items in price bid is mandatory, no fields should be left blank. 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 in words shall be taken as correct. All the quotes to be rounded off at all stages. If any bidder quotes price without rounding off, then NABARD at its liberty to round off the quotes to arrive at the lowest bid.

DISCLAIMER

1. The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Odisha Regional Office, Bhubaneswar is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
2. This Tender Document is neither an agreement and nor an offer and its only invitation to bid by NABARD, Odisha RO, Bhubaneswar to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Odisha RO Bhubaneswar makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.
3. This Tender Document has been prepared solely for the purpose of enabling NABARD in defining the requirements for engaging the Contractor for execution of Replastering of buildings in officers’ quarters of NABARD at BDA colony, Bhubaneswar- 751016 as mentioned in the Scope of Work.
4. The Tender Document is not a recommendation, offer or invitation to enter a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NABARD and any successful Bidder as identified by NABARD after completion of the selection process.

Signature, Seal and Stamp of tenderer

DEFINITION OF TERMS

In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1. The EMPLOYER means National Bank for Agriculture and Rural Development (NABARD).
2. The CONTRACTOR means the person or the persons, firm, or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's Legal Representatives his successors and permitted assigns.
3. The WORK shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
4. The PERMANENT WORK means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
5. The CONSTRUCTION EQUIPMENT means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.
6. The CONTRACT DOCUMENTS means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
7. The SUB-CONTRACTOR means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the NABARD REPRESENTATIVE, and the legal representatives, successors and permitted assigns of such person, firm or company.
8. The CONTRACT shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including all contract documents therein.
9. The SPECIFICATIONS shall mean all directions to various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the NABARD or NABARD Representative during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
10. The DRAWINGS shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the NABARD representative

and such other drawing as may, from time to time, be furnished or approved in writing by the NABARD Representative.

11. The TENDER means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
12. The CHANGE ORDER means an order given in writing by the NABARD representative to effect additions to or deletion from and alteration in the works.
13. The COMPLETION CERTIFICATE shall mean the certificate to be issued by the NABARD Representative when the works have been completed entirely in accordance with the CONTRACT DOCUMENT to his/her satisfaction.
14. The FINAL CERTIFICATE in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the CONTRACT by the CONTRACTOR issued by the NABARD Representative/EMPLOYER after the period of liability is over.
15. The DEFECT LIABILITY PERIOD in relation to a work means the specified period from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
16. The APPOINTING AUTHORITY for the purpose of arbitration shall be the CGM of NABARD or any other person so designated by the CGM of NABARD.
17. The TEMPORARY WORKS shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
18. The PLANS shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
19. The SITE shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
20. The NOTICE IN WRITING OR WRITTEN NOTICE shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
21. APPROVED shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
22. The LETTER OF INTENT shall mean intimation by a Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
23. DAY means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

24. **WORKING DAY** means any day which is not declared to be holiday or rest day by the EMPLOYER.
25. **WEEK** means a period of any consecutive seven days.
26. **METRIC SYSTEM** - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
27. **VALUE OF CONTRACT** or **TOTAL CONTRACT PRICE** shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the **CONTRACT** rates as payable to the **CONTRACTOR** for the entire execution and full completion of the work, including change order.
28. **LANGUAGE FOR DRAWINGS AND INSTRUCTION** - All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
29. **MOBILIZATION** shall mean establishment of sufficiently adequate infrastructure by the **CONTRACTOR** at "SITE" comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. **MOBILIZATION** shall be considered to have been achieved, if the **CONTRACTOR** is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Nabard Representative/ EMPLOYER.

General Instructions to the Contractors

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The rates shall also include clearing of the premises during the work execution and after the work completion. The rates shall include clearing of the debris from the site during and after the course of execution.
3. We request you to visit the site before bidding for the tender. Any items other than the items mentioned in the tender document shall be brought to the notice of NABARD before executing the additional items.
4. All the rates mentioned for the items in the documents shall be exclusive of all the GST. GST shall be paid additional as per Bank's policy.
5. Exterior contractor needs to produce all materials purchase bills for verification along with the final bill to check the actual cost of materials as per tender rates & Specifications.
6. The contractor to indemnify NABARD for any complications.
7. The quantities indicated in the price bid are only tentative and shall be executed only at the sole discretion of NABARD.
8. The Drawings attached are indicative and only for a fair idea of the bidder. After the demolition, NABARD/Architect may do a reorientation/ re alignment of the components like Sanitary fittings and fixtures, Accessories, CP fittings, Electrical and Electronic components. Although the numbers, quality and models of the components shall remain same.
9. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. **The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.**
10. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per Act, etc. including Works Contract Tax and Service Tax, and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
11. All the materials shall comply with the specifications and model numbers mentioned in the BOQ.
12. Any generic item like cement, sand steel etc shall also be conforming to the approval of NABARD Representative. Method of Measurements shall be as agreed and shared by the NABARD Representative on the site. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD and the same will be considered final.
13. Any items not covered in the Schedule of Quantities of the Contract Document shall be paid at the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP plus Works Contract Tax and Service Tax, as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
14. Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD will be

final.

15. Taxes as applicable will be deducted from total payment due to the Contractor.
16. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and experience in their trade.
17. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation Policy) for his employees at his cost and should be solely responsible for the safety of persons, employed by him.
18. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
19. The entire work is required to be completed as specified in the tender.
20. The Contractor shall comply with the provisions of Contract, Labor (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labor Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labor Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
21. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
22. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
23. The Contractor or his authorized representative should visit the site frequently as required by NABARD and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
24. **The contractor should engage a qualified and experienced technical personnel in respective Engineering fields to supervise the work on daily basis as per the instructions of the Bank's Engineer/Official.** The supervisor shall maintain daily log book for the work done at site and the labor deployed.
25. The Contractor shall be fully responsible and shall obtain a suitable Insurance cover in respect of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly during the execution of works by the Contractor. A copy of such insurance shall be submitted to NABARD. The decision of NABARD in this regard shall be final and binding.
26. The contractor shall indemnify the Employer against any losses as per format given at [*Annexure-A*](#).
27. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.

28. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/ s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
29. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
30. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
31. The contractor by his own expenses and risk shall shift furniture, wall pictures/frames, clocks, other fixtures etc., if any, in the area of work carefully and without any damage to a convenient place under intimation to the Bank for the convenience of work and shall reinstall the same in old place after completion of work.
32. The work should be carried out with least inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
33. The Contractor should obtain approvals, if any, necessary for carrying out the work, from the statutory bodies on behalf of NABARD. However, NABARD may assist the Contractor in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.
34. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
35. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
36. **Performance of Work:** The Contractor shall provide everything necessary for the proper execution of the works. All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the NABARD Representative/NABARD whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the NABARD representative/NABARD. The CONTRACTOR shall provide all necessary materials equipment labor etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.
37. **Coordination and Inspection of Work:** The coordination and inspection of the day-

to-day work under the CONTRACT shall be the responsibility of the NABARD representative. The written instruction regarding any particular job will normally be passed by the NABARD Representative or his authorized representative. A work orderbook will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

38. **Works in monsoon and dewatering:** Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labor force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.
39. **Work on Sundays and holidays:** For carrying out Work on Sundays and Holidays, the CONTRACTOR will approach the NABARD Representative/NABARD or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labor laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.
40. **Alterations in specifications, design and extra works:** The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT. In such cases, a change order will be initiated by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter. The NABARD Representative shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the NABARD REPRESENTATIVE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the NABARD representative and NABARD, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

- i. If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
 - ii. If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the NABARD Representative, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
 - iii. If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (ii) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the NABARD Representative of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the NABARD Representative shall determine the rate or rates on the basis of the prevailing market rates, labor cost at schedule of labor rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the NABARD Representative as to current market rates of materials and the quantum of labor involved per unit of measurement will be final and binding on the CONTRACTOR.
 - iv. Where the item of work will be executed through nominated specialist agency as approved by the NABARD Representative, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by NABARD Representative shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
41. **Discrepancies between instructions:** Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the NABARD representative's staff, the CONTRACTOR shall refer the matter immediately in writing to the NABARD Representative whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.
42. **Action where no specification is issued:** In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with **Indian Standard Specifications** and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the NABARD Representative.
43. **Inspection of works:** The NABARD Representative will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the NABARD Representative every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the NABARD Representative

or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven day notice in writing to the NABARD Representative before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection. The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the NABARD representative. The CONTRACTOR shall make available to the NABARD Representative free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK. The NABARD Representative shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the NABARD Representative delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

44. **Care of works:** From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care of all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the NABARD Representative's instructions.
45. **Defects Prior to Taking Over:** If at any time, before the WORK is taken over, the NABARD Representative shall:
 - i. Decide that any works done or materials used by the CONTRACTOR or by any SUBCONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and as soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.
 - ii. In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the NABARD Representative with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT and have passed the tests on completion, the NABARD Representative shall

issue a certificate(hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified.If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the NABARD Representative shall issue a CompletionCertificate which will, however, be for such group or groups so taken over only.

46. **Defects After Taking Over:** In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed,after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill or security amount (RMD) such amount as may be decided by the EMPLOYER. If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of anyportion of the WORK within one month after the date fixed by the CONTRACT for thecompletion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.
47. **Indemnity:** If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUBCONTRACTOR's, or in connection with any claim based on lawful demands of SUBCONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
48. **Construction aids, equipment, tools and tackles:** CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisiteCONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipmentetc. as required. In case of import of the same the rates applicable for levying of CustomDuty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.
49. **Procedure for measurement and billing of work in progress:** Following

procedures shall be adopted for billing of works executed by the CONTRACTOR.

- i. All measurements shall be recorded on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/REPRESENTATIVE for scrutiny and passing.
 - ii. EMPLOYER/ REPRESENTATIVE shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
 - iii. NABARD Representative shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the EMPLOYER to effect payment to the CONTRACTOR.
 - iv. While raising running bill, the contractor to indicate item wise quantity sanctions, quantity completed, claim already received for specific quantity claimed under the current bill.
 - v. NABARD shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (fifteen) working days from the date of certification by the NABARD Representative.
 - vi. Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/NABARD SPECIFICATIONS / CONTRACT DOCUMENT. NABARD shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.
 - vii. While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.
50. **Insurance:** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER. CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein.
- viii. **EMPLOYEES STATE INSURANCE ACT:** The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or any other Local authority by reason of any asserted violation by CONTRACTOR or SUB- CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub-division thereof.
 - ix. The CONTRACTOR agrees to fill in with the **Employee's State Insurance Corporation**, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB-CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The

CONTRACTOR shall deduct and secure the agreement of the SUB-CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.

- x. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.
- xi. The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.
- xii. **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.
- xiii. **Accident or Injury to Workmen:** The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.
- xiv. **Comprehensive General Liability Insurance:** This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
- xv. Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- xvi. The policy shall cover third party liability. The third party (liability shall cover the loss/disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than ₹ 2.0 lakhs per death, ₹ 1.5 lakhs per full disablement and ₹ 1.0 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the

- Purchaser. However, third party risk shall be maximum to ₹ 10.0 (ten) lakhs to death.
- xvii. The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- xviii. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER.
- xix. CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or sub-contractors.
- xx. The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.
- xxi. **PAYMENT OF CLAIMS AND DAMAGES:** Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.
51. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
52. Any defect which may appear within the **Defect Liability Period** after the Virtual completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor. The Contractor will have to execute a Performance Undertaking on non-judicial stamp paper after the virtual completion of work.
53. The Earnest Money Deposit (EMD)/ Security Deposit (SD) will not bear any interest. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD has the right to forfeit the EMD / SD. Any Tender not accompanied by the EMD will be rejected. The EMD of all the unsuccessful tenderers will be refunded.
54. The EMD will be liable to be forfeited in case the contractor commits breach of any of the terms and conditions of the contract or fails to complete the works. This forfeiture is independent of the liquidated damages provided for in the contract.
55. **Retention Money / Security Deposit:** In addition to EMD, Retention Money Deposit (RMD) will be deducted @ 3% of the gross value of the work done / each Running Bill and Final Bill till the Security Deposit (i.e. EMD plus RMD) amounts to 5% of contract value. This amount shall not bear any interest. The EMD already with NABARD shall be taken into account and adjusted towards RMD/SD while settling the Final Bill.

56. **Defects Liability Period:** Five years from the date of Virtual Completion of works certified by NABARD. The RMD will be refunded after one year, but contractor/agency has to give performance guarantee as per the enclosed format. (Annexure-B)

57. **Validity of Tender Rates:** Validity of the quoted rates shall be 3 months from the date of opening of price bid.

58. **Liquidated Damages:** The quantum of liquidated damages per week shall be calculated at 0.25% of the estimated cost subject to a maximum of 5% of the accepted tender amount.

59. **Dispute Resolution:**

In the event of any differences of opinion or dispute the matter will be referred to CGM, NABARD, Odisha Regional Office and his decision will be final.

60. HEALTH and SAFETY CODES

- i. **General:** CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.
- ii. **Safety Regulations:** In respect of all labor, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- iii. The CONTRACTOR shall observe and abide by all fire and safety regulations of the concerned authorities. Before starting construction, work CONTRACTOR shall consult with EMPLOYER's safety Engineers or NABARD REPRESENTATIVE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.
- iv. **First Aid and Industrial Injuries:** CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR. CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.
- v. **General Rules:** Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.
- vi. **Scaffolding & Retrofitting/Repairs:** Suitable Scaffolding & Retrofitting/Repairs should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper

than 1 in 4 (1 horizontal and 4 vertical).

- vii. Scaffolding & Retrofitting/Repairs or staging more than 4 meters above the ground or floor, swingsuspended from an overhead support or erected with stationary support shall havea guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such Scaffolding & Retrofitting/Repairs or staging and extendingalong the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such Scaffolding & Retrofitting/Repairs or staging shall beso fastened as to prevent it from swaying from the building or structure.
- viii. Working platform, gangway and stairway should be so constructed that they shouldnot sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should beclosely boarded, should have adequate width and should be suitably fastened.
- ix. Every opening in the floor of a building or in a working platform shall be providedwith suitable means to prevent the fall of persons or materials by providing suitablefencing of railing whose minimum heights shall be 1 meter.
- x. Safe-means of access shall be provided to all working platforms and other workingplaces, every ladder shall be securely fixed. No portable single ladder shall be over9 meters in length while the width between side rails in rung ladder shall in no casebe less than 30 cms for ladder up to and including 3 meters in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public.
- xi. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by anyperson for injury sustained owing to neglect of the above precautions and pay anydamages and costs which may be awarded in any such suit or action or proceedingto any such person or which may with the consent of the CONTRACTOR be paid tocompromise any claim by any such person.
- xii. **Demolition/General Safety:** Before any demolition work is commenced and also during the progress of the demolition work, all roads and open areas adjacentto the work site shall either be closed or suitably protected. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall beso overloaded with debris or materials as to render it unsafe. All necessary personalsafety equipment as considered adequate, shouldbe kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
- xiii. Those engaged in welding and cutting works shall be provided with protective face& eye shield, hand gloves, etc.
- xiv. The CONTRACTOR shall not employ men below the age of 18 years and women onthe work of painting with products containing lead in any form. Wherever men above the age

of 18 years are employed on the work of lead painting, suitable face masks should be supplied for use by the workers shall be worn by the workers and personnel at all times. The contractor shall make necessary arrangement of sanitization equipment, material and safety gears for the COVID protection and prevention.

- xv. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- xvi. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, NABARD Representative or safety Engineer of the Administration or their representatives.
- xvii. **Outbreak of infectious diseases:** The CONTRACTOR shall remove from his camp such labor and their facilities who refuse protective inoculation and vaccination when called upon to do so by the NABARD representative. Should COVID, Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the NABARD Representative failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.
- xviii. Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party at the same time efforts to be made to cause minimum inconvenience to occupants when the works carried out in occupied premises.

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

Place:

DATE:

NAME and SEAL

General Conditions of Contract

1. Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
2. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
3. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
5. The materials, design, and workmanship shall satisfy the relevant Indian Standards and CPWD specifications, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
6. It will be the Contractor's responsibility to bring to the notice of NABARD representative any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.
7. In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the NABARD representative, which will be binding on the Contractor.
8. The location and general information regarding site on which the proposed work is to be executed is furnished in form of tender in Technical Bid page 1 to contractors.
9. Contractor shall acquaint himself with access to site, availability of local facilities such as railway siding, transport facilities, materials and labor and shall provide suitable allowances in his Bid, Contractor's quoted price being firm, it should take into account all expenses likely to arise in this regard.
10. Contractor shall be deemed to have visited site and familiarized himself thoroughly with site conditions before submitting his Bid. Non-familiarity with site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications.
11. SPECIFICATIONS
 - i. If specification for an item of work is not covered by CPWD/ BIS specifications or Technical Specifications, the same shall be decided by the NABARD/ Representative and shall be binding on the Contractor.

ii. The NABARD/ Representative shall have the right to cause the Contractor to purchase and use such materials of particular make or from a particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

iii. As and when required by the NABARD, the Contractor shall provide all facilities at site or at manufacture's works or in approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor. The Contractor shall, when required to do so by the NABARD/Representative, confirm that the materials have been tested in accordance with requirements of the specifications. Proper records to be maintained at site and be made available for verification.

12. Neither the omission by the NABARD to test the materials nor the production of manufacturer(s) certificate, etc. shall affect the right of the NABARD to reject, after delivery, the materials found not in accordance with the specifications.

13. GATE PASSES

All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the NABARD. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by NABARD.

14.CONSTRUCTION SCHEDULE

If at any time, the NABARD is of opinion that the Contractor has fallen behind the approved construction schedule, NABARD may, without any cost to NABARD, require the Contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the Contractor proposes to comply with the construction schedule. Failure of the Contractor to comply with the above will be considered a failure to execute the work with due diligence.

15. ISSUE OF WORKING DRAWINGS

Approved working drawings marked "Good for execution/ construction" shall be issued by NABARD to the Contractor progressively during the pendency of the contract. Sufficient quantum of workings drawings will be issued at the beginning. The Contractor on this account shall not be entitled to put forth any claim whatsoever.

16.COST OF TRANSPORT OF MATERIALS ISSUED BY OWNER

Cost of transport, loading, unloading etc. from NABARD's stores to work site etc., will be on Contractor's account.

17. ROLE OF NABARD

The NABARD reserve the right to suspend the work or part thereof at any time for deviation and no claim whatsoever on this account shall be entertained. In case of any clarification the Contractor may appeal to the NABARD whose decision shall be final and binding thereupon.

18.SERVING OF NOTICES

The Contractor shall furnish to NABARD the name, designation and address of his authorized Agent for the purpose of service of notice(s) regarding all complaints, communications and references and shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have reached such address in the ordinary course of post or e-mail on the day

on which they were so delivered or left. In the case of contract by partnership firm, any change in the constitution of the firm shall be forthwith informed by the Contractor to the NABARD.

19.CONTRACTOR'S GUARANTEE

- a) The Contractor agrees to give the guarantee of his works in the following manner which shall remain valid till the validity of performance guarantee.
- b) All materials incorporated in the work shall be new and both workmanship and materials shall be of good quality.
- c) Should, at a subsequent date, any materials or fittings or workmanship or any element be detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost or shall accept an equitable deduction in the contract price should the NABARD deemed it inexpedient to correct the work.

20.CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK

The Contractor shall be responsible for the manner and the method of executing the work. The work shall be subject to the approval of NABARD from time to time for purposes of determination of the question whether the work is executed by the Contractor in accordance with the contract.

21. SUBMISSION OF FINAL BILL

The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:

- 1. Job completion certificate.
- 2. No claim certificate on NABARD's prescribed proforma.
- 3. Site clearance certificate.
- 4. Performance guarantee duly amended to cover certified maintenance period.
- 5. Indemnity certificate towards labors payment and all other statutory payments.

No claim shall be entertained after receipt of final bill. In case any claim with regard to the wages of any labor employed by Contractor for the subject job is pending/ reported, NABARD shall be fully entitled to withhold payment of final bill pending finalization of such claims.

22.DEFECT LIABILITY PERIOD

Defect Liability Period shall be 5 years from the date of certified Final completion. (Please see Para 52. Page 27)

23. INCIDENTAL SERVICES

As specified in the special conditions of purchase, the Contractor may be required to provide any or all of the following services:

- i. Supervision of on-Site assembly and/or of the supplied Goods.
- ii. Performance or supervision or maintenance and/ or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Purchase Order, and Price charged by the Contractor for the preceding incidental services, if not included in the contract price for the Goods shall be agreed upon in advance by the parties and

shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

- iii. At the request of NABARD/ Representative, Contractor shall at his expense, dismiss from work and replace any such employee as NABARD, may deem incompetent or careless or whose continued employment is deemed inimical to the interest of the NABARD or against public interest.
- iv. Other conditions of work at Site shall be mutually discussed and settled.

24. WORK AND WORKMANSHIP GUARANTEE

i. Contractor shall make arrangements to provide at no extra charge all temporary approaches to and within the site, after obtaining prior approval of NABARD of the layout of such approaches.

ii. To determine the acceptable standard of workmanship, NABARD may order Contractor to execute certain portions of work and services such as wall, flooring, joinery, finishes, roads and the like under the close supervision of NABARD. On approval, these items shall be labeled as guiding samples and work shall be executed to conform to these samples. These samples shall be prepared at the cost of Contractor.

iii. Workmanship shall be in accordance with the specifications, standards and codes which are part of this tender as well as the established engineering practices for this type of work. For any portion of work executed by Contractor and considered defective by NABARD, the Contractor shall have to take necessary remedial measures, to the complete satisfaction of NABARD, to make the defective good in order at his own cost without any liability to NABARD.

iv. The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because no objection was raised by NABARD during the progress of work. The workmanship guarantee period will be 12 months from the date of final completion as a whole, certified by Owner.

v. If any defects are found due to bad workmanship during this period, the Contractor shall undertake to rectify the same at his cost, most expeditiously. The workmanship guarantee for rectified portion of work shall commence from the date of rectification for a subsequent period of 12 months. The decision of NABARD regarding bad workmanship shall be final binding and conclusive. The Contractor shall be required to submit the performance guarantee accordingly.

25. INSTRUCTIONS, DIRECTIONS AND CORRESPONDENCE

i. The work described in Work Order is to be executed according to the standards, data sheets, tables, Specifications and Drawings attached hereto and/or enclosed with the Work Order itself and according to all conditions both general and specific enclosed with the Work Order, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.

ii. All instructions and orders to Contractor shall, excepting what is herein provided, be given by NABARD.

iii. All the work shall be carried out under the direction of and to the satisfaction of NABARD. iv. All communications including technical/commercial clarifications and/or comments shall bear reference to the Work Order /Contract.

v. Invoice for payment against Work Order /Contract shall be addressed to NABARD, Bhubaneswar RO.

vi. The WORK Order/Contract number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.

vii. All correspondence from Contractor shall be forwarded in duplicate (2 copies) to DPSP,

NABARD, ODISHA REGIONAL OFFICE, Bhubaneswar-21
(dpsp.bhubaneswar@nabard.org).

viii. Correspondence on technical and commercial matters shall be dealt with in separate letters for each Work Order /Contract and each copy of the letter shall be complete with all Annexure. Wherever possible, correspondence should be through e-mail to the above personnel so as to save time.

26.QUALITY ASSURANCE / QUALITY CONTROL

i. After the award of the contract detailed quality assurance programme shall be prepared by the Contractor for the execution of contract for various works which will be mutually discussed and agreed to.

ii. The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

iii. Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual after award of job. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and completion in all respect till final acceptance by NABARD. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site.

iv. The NABARD or their representative shall reserve the right to inspect/ witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

v. In case Contractor fails to follow the instructions of NABARD Representative, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of NABARD Representative.

vi. The Contractor shall adhere to the standard quality assurance system.

27. SUSPENSION OF WORKS

i. The Contractor shall, on receipt of the order in writing of the NABARD Representative, suspend the progress of the Works or any part thereof for such time in such manner or the NABARD representative may consider necessary for any of the following reasons.

a. On account of any default on part of the Contractor, or;

b. For proper execution of the Works or part thereof for reasons other than the default of the Contractor, or;

c. For safety of the Works or part thereof.

d. The Contractor shall during such suspensions properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the NABARD Representative.

e. If the suspension is ordered for reasons (b) & (c) in sub-para (a) above: The Contractor shall be entitled to an extension of time equal to the period of every such suspension.

28.SECURITIES OF MATERIALS / EQUIPMENTS ON RENT

i. Contractor shall be solely responsible for the security of the material at site and NABARD shall not be responsible for any loss/theft of the materials.

ii. Materials required for the works, whether brought by the Contractor shall be stored by the Contractor only at places approved by NABARD, as storage and safe custody of material shall be responsibility of the Contractor.

iii. NABARD,'s officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works and the Contractor shall give such facilities as may be required for such inspection and examination.

iv. The contractor shall be the OWNER of all bought out items and materials and shall be responsible for the safety, security, insurance and care and custody of all the materials lying at site. NABARD will have lien on all the items including those brought by the contractor for the purpose of Erection, testing, and commissioning of the work. For all Equipment/ Materials, the title of Ownership shall pass on to at the time of acceptance of entire work. However, in case of termination of contract the transfer of title shall pass automatically to NABARD.

v. CONSTRUCTION EQUIPMENT used by the CONTRACTOR and its SUB- CONTRACTORS in connection with the execution of works shall remain the property of CONTRACTOR or its SUB CONTRACTORS. All duties, levies, taxes etc payable on account of CONSTRUCTION EQUIPMENT shall be borne by the CONTRACTOR. CONTRACTOR shall indemnify the NABARD on this count.

29. CONTRACTOR PERSONNEL AT SITE:

i. List of persons employed by Contractor for the subject work mentioning there residential address shall be submitted to NABARD. In case of any revision, the same shall be informed to NABARD from time-to-time. If required necessary verification from Police / other concerned authorities shall have to be submitted by the contractor.

ii. The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep NABARD indemnified against all losses, damage and claims arising thereof.

iii. The personnel engaged by the Contractor shall be subject to security check by the NABARD's security staff while entering/leaving the premises. The contractor & his personnel shall be required to follow the rules and regulations of NABARD in force from time-to-time. The contractor may also be required to provide photo passes to the personnel required by him, for security and safety reasons and furnished the details of the same when asked for.

iv. No other person except Contractor's authorized representative shall be allowed to enter NABARD premises Contractor shall also not entertain any outsider or extend any service beyond NABARD's premises. Entry of Contractor's persons shall be regulated with proper identity/gate pass.

v. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to NABARD shall be recovered from the immediate bill of the Contractor.

vi. Contractor shall provide all necessary tools and tackles, equipment, safety belt, wheel burrow, Scaffolding & Retrofitting/Repairs, ladders, drilling m/c & safety equipment etc. required to carry out job at his cost and material used by Contractor shall be of standard make and approval of NABARD Representative shall be taken for the same.

vii. NABARD also reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if in the opinion of NABARD, his behavior/ performance is not up to the mark and/or found indulging in unlawful activities, Contractor shall immediately comply with such instructions.

viii. It will be the responsibility of contractor's engineer to ensure that their personnel behave in a proper manners and behavior and not to undergo the argument with the employees. It will be the responsibility of the Contractor's Engineer to deal with such complaints or co-ordinate with the NABARD Engineer.

30. TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE/FORGED

DOCUMENT:

- i. Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Retention Money Deposit.
- ii. In case, the information / document furnished by the contractor forming basis of evaluation of his bid is found to be false /forged after the award of the contract, NABARD shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to NABARD under the contract such as forfeiture of Security Deposit, withholding of payment etc.
- iii. In case this issue of submission of false document comes to the notice after execution of work, NABARD shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor / bidder shall be blacklisted for future business with NABARD.

31. TERMS OF PAYMENT:

All payments against RA Bills, Final Bill etc., shall be released after submitting duly certified valid Tax Invoice. GST no should be mentioned on Invoice of both employer and contractor.

- i. Running on Account Payment
- ii. 90% against the value of actual work done shall be paid against running bills certified by NABARD representative after recovery of following payments.
 - a. Value of chargeable materials issued by NABARD if any
 - b. Statutory deductions of all taxes & duties, as applicable.
 - c. Any other recovery if becomes due
 - d. Balance 10% shall be released along with final bill.

Payment in RA bills shall base on quantity of work executed at site (as per the item of work)& verified by NABARD as per the item rate in work orders. NABARD is authorized to allow part rate/ reduced rate for any item of work. The NABARD Representative NABARD shall specify the reason for the part rate payment in the RA bill. Payment has been made in RA bill for any item of work but later on some defect is noticed NABARD is authorized to disallow the payment in successive bill till rectificationof the work.

No advance shall be paid towards mobilization and cost of materials.

- i. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.
- ii. The Contractor should take necessary Insurance cover (CAR policy - contractor's all risk policy) at his cost for his persons employed at site and for third party. Policies should be taken in joint names of NABARD and the Contractor for which first name should be NABARD.
- iii. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.

31. RELEASE OF 1st R/A BILL

Payment will be released against 1st R/A bill only on submission of following documents by contractor

- i. Financial Guarantee for Performance

- ii. Labor License (as per statutory requirements)
- iii. EPF Code Registration number with RPFC/ARPF

33. Time Schedule-The WORK shall be executed strictly as per the TIME SCHEDULE. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the NABARD REPRESENTATIVE. A joint program of execution of the WORK will be prepared by the NABARD REPRESENTATIVE and CONTRACTOR based on priority requirement of this project. This program will take into account the time of completion.

34. Weekly construction program will; be drawn up by the NABARD REPRESENTATIVE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction program. The CONTRACTOR shall scrupulously adhere to these targets/programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/program. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the NABARD REPRESENTATIVE will be final and binding on the CONTRACTOR.

35. Priority of Contract Documents Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the NABARD REPRESENTATIVE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- The Contract Agreement;
- The Letter of Acceptance;
- The Instructions to Bidders (ITB);
- Special Conditions of Contract (SCC);
- General Conditions of Contract (GCC)
- Any other document forming part of the Contract.

36. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

37. DISPUTE IN MODE OF MEASUREMENT: In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

38. ROUNDING OF AMOUNTS: In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up tonextone rupee shall be reckoned as one rupee.

39. Lump sum in tender: The payment against any Lump sum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by NABARD.

40. Notice of claims for additional payments: Any additional payment in respect

to any work not mentioned in this tender, the prior approval for additional work from the NABARD representative has to be obtained.

41. Completion certificate:

a. a. APPLICATION FOR COMPLETION CERTIFICATE: The NABARD REPRESENTATIVE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application thereof from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT. COMPLETION CERTIFICATE: Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the NABARD REPRESENTATIVE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all Scaffolding & Retrofitting/Repairs, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the NABARD REPRESENTATIVE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labor and staff colonies are cleared to the satisfaction of the NABARD/ REPRESENTATIVE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the NABARD REPRESENTATIVE may at the expense of the CONTRACTOR remove such Scaffolding & Retrofitting/Repairs, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such Scaffolding & Retrofitting/Repairs or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

b. COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Clause 64.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Daily and weekly reports stating/showing therein the modification and correction made during the course of execution and signed by the NABARD/REPRESENTATIVE.

42. COMPLETION CERTIFICATE for embedded and 'covered' up work.

a. Final decision and final certificate: Upon expiry of the period of liability and subject to the NABARD REPRESENTATIVE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made- up any subsidence and performed all his obligations under the CONTRACT, the NABARD shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the NABARD REPRESENTATIVE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

b. Certificate and payments on evidence of completion: Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any

part thereof or of occupancy or validity of any claim by the CONTRACTOR.

43. Deductions from the contract price: All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

44. Statutory variations Tenderer should quote prices inclusive of all taxes & duties as applicable on finished product. Any statutory variations in taxes & duties on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to NABARD. However, any increase in the rate of taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to NABARD.

- Demolition/general safety: i) before any demolition work is commenced and also during the progress of the demolition work, all roads and open areas adjacent to the work site shall either be closed or suitably protected. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of 50/64 the building shall be overloaded with debris or materials render it unsafe. All necessary personal safety equipment as considered adequate by the NABARD REPRESENTATIVE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

- Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

- The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

- No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

- Suitable face masks should be supplied for use by the workers shall be worn by the workers and personnel at all times. The contractor shall make necessary arrangement of sanitization equipment, material and safety gears for the COVID protection and prevention.

- All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

- To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.

- Outbreak of infectious diseases The CONTRACTOR shall remove from his camp such labor and their facilities who refuse protective inoculation and vaccination when called upon to do so by the NABARD REPRESENTATIVE's representative. Should Corona, COVID, Cholera, Plague or other infectious diseases break out, the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the NABARD REPRESENTATIVE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

- Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath/ normal daily activities of the occupants in the residential colony at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

DECLARATION BY THE CONTRACTOR

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

Place:

(Signature, Seal and Stamp of tenderer)

DATE:

ADDRESS: NAME and SEAL

SPECIAL CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed and duly stamped by the Tenderer.
3. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.
4. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
5. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
6. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
7. 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, the following procedure shall be followed.
 - a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
8. No advance shall be paid towards mobilization and cost of materials.
 - a. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff / family members and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.
 - b. The Contractor should take necessary Insurance cover (CAR policy - contractor's all risk policy) at his cost for his persons employed at site and for third party. Policies should be taken in joint names of NABARD and the Contractor for which first name should be NABARD.
 - c. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.
9. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force
10. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
11. The Contractor shall submit the bills along with the accepted and jointly recorded

measurement sheets duly certified by the NABARD's Engineer.

12. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
13. The decision of NABARD in awarding the work shall be final and cannot be subjected to challenge.
14. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons thereof whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
15. NABARD also reserves the right of super session of any of the conditions, stipulated in the Tender Document.
16. Rates quoted by the contractor shall be as indicated in the tender and may be extended further with mutual consent of NABARD and the contractor.

DECLARATION BY THE CONTRACTOR

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

Place: (Signature, Seal and Stamp of tenderer)

DATE: ADDRESS:

NAME and SEAL

ANNEXURE - A

INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri of M/s do hereby execute Indemnity Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having their Regional Office at 1-1-61, BDA Colony, Chandrasekharpur, Bhubaneswar - 751016 and M/s having their office at on this day of2021.

WHEREAS NABARD have appointed M/s as the Contractor for their proposed work relating to “Replastering of buildings in officers’ quarters of NABARD at BDA colony, Bhubaneswar- 751016”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s hereby do Indemnify, and same harmless NABARD against and from

1. any third-party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s has set his/their hands on this day of2021.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

- (1)
- (2)

ANNEXURE - B

PERFORMANCE UNDERTAKING FROM THE CONTRACTOR

The Chief General Manager
National Bank for Agriculture and Rural Development,
Odisha Regional Office
1-1-61, Nayapalli Civic Centre, IRC
Village P.B.No.1863
Bhubaneswar-751015

WHEREAS

1. National Bank for Agriculture and Rural Development (NABARD) is desirous of getting the Tender for Replastering of buildings in officers' quarters of NABARD at BDA colony, Bhubaneswar- 751016 (hereinafter referred to as "the said Buildings") and for that purpose invited tenders.
2. Pursuant to the acceptance by NABARD of the tender dated submitted by us i.e. NABARD has issued Work Order bearing dated..... (hereinafter referred to as "the said order")
3. It is one of the terms of the said order that External and Internal Repair/Renovation Works including Painting, Civil, Plumbing, Sanitary, Water Proofing, Bathrooms, etc., to the said buildings (hereinafter referred to as "the said works") shall be carried out as per the system of treatment developed by any specialized agency.
4. It is also one of the terms of the said order that we shall furnish to NABARD a performance undertaking against any defect which may arise in a period of five years from the date of virtual completion pertaining to both the materials and workmanship in respect of the said works and which performance undertaking shall be signed by M/s and which shall be valid for duration of five years from the date of virtual completion of the said works.

NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT:

1. We have carried out the said works. We have read and understood the terms and conditions of the said works as provided in the said order.
2. After Virtual Completion of the said works and before the completion of the day of..... , if at any time or times the said works treated by us in any way get damaged either due to the inadequacy of the work carried out or due to any other reason, whatsoever relating to the specifications, workmanship, etc., we hereby undertake to carry out necessary remedial measures up to five years from the date of virtual completion of the said works to such extents without any extra cost to NABARD. The decision of NABARD in regard to the question as to whether there is any damage shall be treated as final and binding on us. We shall diligently, efficiently and satisfactorily rectify the defects or faults detected/arising, during the aforesaid period to the full satisfaction of NABARD and also undertake to attend to the rectification work and reinstate the surfaces disturbed to its original condition after carrying out the rectification work, if necessary, by arising new materials at no extra cost to NABARD.

We shall not revoke it without written consent of NABARD.

Signed by:
For and on behalf of M/s

Date :
Place :

Signature, Seal and Stamp of tenderer

Signed by:
For and on behalf of M/s

Date :
Place :

ANNEXURE - C

VIRTUAL COMPLETION CERTIFICATE

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor

Place:

Name:

Address:

Date:

Seal

Signature, Seal and Stamp of tenderer

ANNEXURE - DPROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/service providers for effecting payment with phone nos.

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

Signature

Seal & Stamp

Please attach

- (1) One original cancelled cheque leaf of the above Bank account and
- (2) Copy of PAN Card
- (3) Allotment letter/registration letter under GSTN
- (4) Copy of address proof/Aadhaar

ANNEXURE - E

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

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 The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2 - Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to

prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce 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 any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Retention 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.
- (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.
- (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.

- (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 Contract or 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)
(Office Seal)

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

Place _____

Date _____

Witness 1:

(Name &Address)

Witness2:

(Name &Address)

ANNEXURE - FORGANIZATIONAL/FINANCIAL PROFILE OF THE BIDDER

Sl. No.	Particulars	
1	Constitution (Proprietary/Partnership/ Private Ltd. /Public Ltd.)	
2	Date of Establishment	
3	Address for Communication Postal Telephone/Mobile Email	
4	Classification	
5	If Joint Venture, then specify names of Partners in the Service Support Co, JV	i) ii)
6	Others (please specify)	
7	Name(s) of Proprietor(s) / Partner(s) / Directors	Position/Designation
8	Number of Engineers/ Staff familiar with the Product/ Services of fere d.	
9	Total Number of Employees	
10	Number of locations where Service Support Centers are available.	

List of reputed major Corporate Customers to whom the similar services were provided: (Please furnish details in the following format. Important: Indicate the contract details of at least 3 years)

Name and address of the Customer with Rendered phone number	Services	Year of Supply/Service	Brief details of Approx. items supplied/Value of	order (₹)	Whether the Customer is continuing under Warranty/AMC

Signature, Stamp of Vendor/Bidder Name:

ANNEXURE - GLIST OF PROFESSIONAL STAFF

List of professional staff with the contractor, giving their qualification, experience, including that in the present organization*

S No	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in current organization
1	2	3	4	5	6	7	8

* Use separate/additional sheets as per the requirement

Signature of the applicant with full address and office seal

Note: Indicate other points (including clients' certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.

ANNEXURE H

SAFETY CONDITIONS OF THE CONTRACT

SAFETY CODE

The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of contractor or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the contractor. The contractor shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

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

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

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

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

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

The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, cost charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the contractor.

Smoking and chewing pan/ tobacco are prohibited in the Office. As part of the contract, the contractor must satisfy the above-mentioned safety requirements and must ensure at all the time that these are followed without any deviation.

Declaration by the Contractor

We / I have read and understood the Safety code for the entire Office premises 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.

Signature of the Bidder with seal

Name and Seal

Place:

Date:

Address:

ARTICLE OF AGREEMENT

Annexure-I

(Non-judicial stamp of Rs. 200/-)

THIS AGREEMENT is made at Bhubaneswar 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 Act,1981 having its Odisha Regional Office, 2/11 Ankur, Nayapalli, Bhubaneswar, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of 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/ _____ with registration number having its registered office at

hereinafter referred to as the ‘Contractor’ (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

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

WHEREAS

- (1) NABARD Odisha Regional Office Bhubaneswar, being desirous of awarding the works relating to - **“Replastering of buildings in officers’ quarters of NABARD at BDA colony, Bhubaneswar- 751016”** (hereinafter referred to “**the said works**” of its premises at office building and residential colonies (hereinafter collectively referred to as **the said premises**” had vide its Tender **dated 02/07/2024** 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 given as Section 1 of this Tender 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 this letter 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 as per tender terms & conditions at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contractor shall commence work from 7th day of award of work . NABARD shall agreed to pay according to tender amount of consideration of

Rs _____ for the said work to the contractor for carrying out the said works in the said Premises as per the details given in the Tender. The rate will remain fixed throughout the entire period of contract and is inclusive of all costs such as GST, insurance, taxes, duties, levies, labour cess, transportation, debris disposal etc.

2. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
3. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
4. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
5. This Agreement and documents mentioned herein shall form the basis of this contract.
6. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site and for achieving the desired performance in treating the specified quantity of sewage, at the rate contained in the Schedule of Rates or as provided in the said conditions.
7. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within the time period prescribed in the tender reckoned from the date of commencement of the work subject nevertheless to the provision for extension of time.
10. All payments by the Employer under this contract will be made only in Bhubaneswar.
11. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer. 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.
12. 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.
13. 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.
14. 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 or 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.
15. In case of breach of any terms and conditions of this Agreement or refusal of accepting the work order, the Performance/ initial Security Deposit/RMD of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
 16. 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.
 17. 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.
 18. 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.
 19. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
 20. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice to improve his services. If the Contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the Contractor fails to execute the said work, the 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 date of termination this Agreement.

21. Resolution of Disputes

- 1.0 This Agreement shall be governed by and construed in accordance with the laws of India.
- 1.1 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 1.2 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 settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Bhubaneswar.
- 1.3 The language of arbitration shall be English.

- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 1.8 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.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Tenderer is a company).

Signature Clause
SIGNED AND
DELIVERED by the
National Bank for

Agriculture and Rural
Development by the hand of
Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

SIGNED & DELIVERED by

(Authorised person of bidder)
If the bidder is a partnership firm
or an an individual
should be signed by all or on
behalf of all the partners.
in the presence of :

The COMMON SEAL OF:
was hereunto affixed pursuant to the resolutions
passed by its Board of Directors at the meeting
held on:

Directors who have signed these

If the bidder signs under Presents
Common seal, the signature
clause should tally with the
sealing clause in the Articles
of Association

SIGNED AND DELIVERED by the Bidder

If the bidder is signing by the
by the hand of Shri.....
Or authorised by Power of Attorney,
Whether a company or an
Individual.

Duly Constituted Attorney.

Witness #1

Public

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

SCHEDULE OF QUANTITIES & WORK SPECIFICATION

**Replastering of buildings in officers' quarters of
NABARD at BDA colony, Bhubaneswar- 751016**

Sl No	Description.	Qty	Unit	Rate [Rs. Ps.]	Amount [Rs. Ps.]
1	Dismantling and Providing, supplying, laying in position machine mixed and machine vibrated cement concrete of controlled grade of specified volumetric proportion for cement concrete structural element in volumetric proportion (1:1.5:3) of any thickness (1 cement, 1.5 coarse sand, 3 Hard granite stone crusher broken aggregates of size 20 mm and down) as required at site in required thickness for foundation, columns, beam, slab, precast slab, raft, floor ,plinth beam, window sills, coping, walls, parapet, drops, fins, chajjas, septic tank at different level in any shape using 20 mm and down size of hard crusher broken granite aggregates, fabrication and fixing in position steel reinforcement for RCC structural member at different level in any shape as per drawing including lift and loading, unloading & transporting steel with MS binding wire 18 to 20 gauge with MS. Rod/HYSD steel including shuttering, cost of curing ,cost of transportation,loading,unloading,labour, T & P ,taxes duties,levies,octori,royalties etc. complete as per direction of Engineer -in-charge. There must be all safety aspects during work on site.	13	Cum		

2	Dismantling of old plaster and Providing, supplying & applying 16 mm thick cement outside plaster in line & level at all height above & below plinth level with cement mortar 1:4 (1 cement : 4 sand) to walls, beams, columns ceiling, stair, moulds, patta, grooves etc. including scaffolding, curing ,finishing smooth(The plastered surface shall be trowled till the surface shows cement paste) and chipping the concrete at all levels with approved waterproofing chemical (APPROVED MAKE – Dr. fixit, Fosroc or Equivalent) including cost of all materials, transportation,lift,loading,unloading curing, labour, tools and plants, taxes, duties, levies, octroi, royalties etc.complete as per direction of Engineer -in-charge. There must be all safety aspects during work on site.	5019	Sqm		
3	SCAFFOLDING- Includes all types of scaffolding as per site area (Suspended, Supported, Aerial, etc) All prices to be inclusive of materials like Bamboo, Tubular, swings, overhanging, etc. All scaffolding components shall conform to the relevant Indian (IS: 2750-1964 & IS 4014-1967) or equivalent. They shall be maintained in good condition. Damaged or deteriorated components shall not be used. The scaffolding should be as required at the site area with all safety aspects.	6	Nos.		
4	Sub-Total (Sum 1-3)			₹	
5	GST @ 18%			₹	
6	Grand Total Including GST @ 18% (Point 4+5)			₹	
7	Grand Total Including GST @ 18% (Point 4+5) in words			Rupees	

SCOPE OF WORK

1. PCC and cement concrete work should be done as per BOQ.
2. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
3. The Quoted rate shall be workable and inclusive of all material and labor cost as well as contractor profit, overheads/ income tax as applicable.
4. The tenderers should be visiting the site and assess site conditions and scope of work before coating the rates.
5. The quantity shall be making actual basis of measurement.
6. All six blocks work should be started simultaneously.
7. The site should be cleaned and debris to be removed immediately and as advised by NABARD Representative.
8. Existing pipelines and fittings are not to be disturbed or damaged. Outlet pipes wherever possible to be changed from CI to PVC fittings.
9. Concrete and cement plaster to be cured as per standard procedure.
10. Ensure strict adherence to timeline. The work to be carried out at all timings as necessary to ensure scheduled completion.

General Conditions

1. Though mentioned above, the scope of the work is not limited strictly to the areas/units mentioned, but is required to be carried out at any other locations other than those mentioned above as directed by the NABARD Representative.
2. Supply of manpower with tools and tackles etc., along with supervision to carry out the miscellaneous jobs as directed by the NABARD Representative.
3. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
4. The Quoted rate shall be workable and inclusive of all material and labor cost as well as contractor profit, overheads/Income Tax as applicable.
5. The contractor should have valid GST registration. While raising RA/final bills, the contractor should write their GSTIN number in the Tax Invoice and should also clearly indicate applicable SGST/CGST amounts payable. Any changes in GST rate prevailing shall be applicable on the quoted rates.
6. The tenderers should visit site and assess site conditions and scope of work before quoting the rates.

7. All the measurements of the work shall be recorded on Measurement Book at site, jointly by the contractor and NABARD representative.
8. The contractor should clean the work area on daily basis and remove all the debris of work as and when instructed by NABARD's Representative.
9. The L-1 agency will be decided on the basis of total amount quoted for the work in the Price Bid
10. The contractor must quote for all the items of the tender. Incomplete tenders and tenders without EMD will be rejected.
11. All quoted rate should be inclusive of tree, removal of debris and breaking of unnecessary concrete etc.
12. All payments will be made as per actual measurement along with quoted rates.

S.no	Material	Brand
1	Cement	JSW, Ultratech or Equivalent
2	Water proofing Chemical	Dr. Fixit, Fosroc or Equivalent
3	Steel	JINDAL, TATA or equivalent