



**Tender For Providing and Fixing of customised factory
manufactured Powder Coated Aluminium Windows at
NABARD Office**

**Located at Block No. 32, SDA Commercial Complex,
Kasumpti, Shimla-171009**

Date of Issue of Tender and Commencement of

Downloading tender Document

: 03/11/2021

Date and Time of Pre-bid meeting

: 16/11/2021 at 12:00 PM

Last date and time for submission of Tender

: 29/11/2021 at 03:00 PM

Date and Time of Opening of Technical Bid

: 29/11/2021 at 04:00 PM

Chief General Manager

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

**Himachal Pradesh Regional Office, Block No. 32, SDA
Commercial Complex, Kasumpti, Shimla**

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निविदा आमंत्रण सूचना

सं. एनबी.डीपीएसपी.एचपी आर.ओ. / 1328 /विंडोज-01/2021-22

दिनांक: 03/11/2021

श्रीमान,

नाबार्ड हिमाचल प्रदेश क्षेत्रीय कार्यालय भवन, शिमला में कस्टमाइज्ड फैक्ट्री निर्मित पाउडर कोटेड एल्युमिनियम विंडोज की आपूर्ति और फिक्सिंग के लिए निविदा आमंत्रण सूचना

- 1) राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक (नाबार्ड) उक्त कार्य हेतु निविदा आमंत्रित करता है। नाबार्ड हिमाचल प्रदेश क्षेत्रीय कार्यालय भवन शिमला में कस्टमाइज्ड फैक्ट्री निर्मित पाउडर कोटेड एल्युमिनियम विंडोज प्रदान करने और फिक्सिंग करने का इरादा रखता है, अन्य मानदंडों को पूरा करने वाले निर्माताओं, ठेकेदारों आदि से अनुरोध है कि वे उपरोक्त कार्य के लिए सीलबंद लिफाफे में, विस्तृत विनिर्देशों और अन्य आवश्यकताओं के अनुसार जैसा कि इस निविदा दस्तावेज में कहीं और विशेष रूप से उल्लेख किया गया है, अपना प्रस्ताव प्रस्तुत करें।
- 2) डीपीएसपी द्वारा सभी कार्य दिवसों (सोमवार से शुक्रवार) को निविदा प्रपत्र 03/11/2021 से 29/11/2021, 2:00 PM बजे तक हमारे कार्यालय NABARD, ब्लॉक -32, एसडीए कमर्शियल कॉम्प्लेक्स, कसुम्पटी, शिमला में जारी किए जाएंगे। निविदा प्रपत्र हमारी वेबसाइट www.nabard.org से भी निःशुल्क डाउनलोड किए जा सकते हैं।
- 3) बोली पूर्व बैठक
बोली-पूर्व बैठक 16/11/2021 को 12:00 PM बजे नाबार्ड के क्षेत्रीय कार्यालय भवन, ब्लॉक-32, एसडीए वाणिज्यिक परिसर, कसुम्पटी में आयोजित की जाएगी। शिमला-171009। बोली-पूर्व बैठक के सभी स्पष्टीकरण, यदि कोई हों, निविदा का हिस्सा होंगे।
- 4) मुहरबंद प्रस्तावों का प्रस्तुतीकरण
मुहरबंद प्रस्ताव निम्नानुसार अलग से प्रस्तुत किए जाने चाहिए:
क) दो लिफाफों में स्पष्ट रूप से 'भाग I' - तकनीकी बोली और 'भाग II' - मूल्य बोली लिखा होना चाहिए।
ख) लिफाफे मुख्य महाप्रबंधक, नाबार्ड हिमाचल प्रदेश क्षेत्रीय कार्यालय, ब्लॉक -32, एसडीए वाणिज्यिक परिसर, कसुम्पटी, शिमला, को संबोधित किए जाने चाहिए, और "शिमला में नाबार्ड हिमाचल प्रदेश क्षेत्रीय कार्यालय भवन में कस्टमाइज्ड फैक्ट्री निर्मित पाउडर कोटेड एल्युमिनियम विंडोज की आपूर्ति और फिक्सिंग के लिए निविदा" लिखा हुआ होना चाहिए।
ग) आप लिफाफे 1 और 2 को तीसरे बड़े लिफाफे में संलग्न कर सकते हैं।
घ) निविदाएं 29/11/2021 को 03:00 PM बजे के बाद प्रस्तुत नहीं की जानी चाहिए।
- 5) लिफाफा संख्या I और लिफाफा संख्या II की सामग्री
लिफाफा संख्या 1 में शामिल होना चाहिए:

- क) निविदा का खंड I, जिसका प्रत्येक पृष्ठ जहां भी आवश्यक हो, भरा जाना चाहिए और निविदा शर्तों को स्वीकार करने के लिए विधिवत हस्ताक्षरित और मुहर लगी होनी चाहिए।
- ख) पूर्व-योग्यता मानदंड और तकनीकी दस्तावेज़ पत्रक का समर्थन करने वाले प्रासंगिक दस्तावेज़।
- ग) कार्य के निष्पादन के लिए कार्यक्रम को दर्शाने वाला बार चार्ट।
- घ) ऑनलाइन भुगतान के माध्यम से **27,500/-** (रुपये सत्ताईस हजार पांच सौ मात्र) की बयाना राशि जमा (ईएमडी)। ईएमडी के बिना निविदा अस्वीकार कर दी जाएगी। यूटीआर नंबर दिखाने वाली रसीद संलग्न की जानी चाहिए।
- ङ) निविदा दस्तावेज की लागत (अप्रतिदेय): **500/-** रुपये (पांच सौ रुपये मात्र) शिमला में 'नाबार्ड' के पक्ष में ऑनलाइन भुगतान के माध्यम से जमा होनी चाहिए। निविदा शुल्क के बिना निविदा अस्वीकार कर दी जाएगी।
- च) नाबार्ड के खाते का विवरण नीचे दिया गया है: -
खाते का नाम : नाबार्ड कृषि और ग्रामीण विकास बैंक
खाता संख्या (वीएएन): NABADMN28
बैंक का नाम : नाबार्ड
शाखा का नाम: प्रधान कार्यालय, मुंबई
आईएफएस कोड: NBRD0000002
- छ) बोली-पूर्व स्पष्टीकरण की हस्ताक्षरित और मुद्रांकित प्रति, यदि कोई हो।
- ज) प्री-बिड प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैकट पर हस्ताक्षर, मुहरबंद और मुहर लगी होनी चाहिए। पूर्व बोली पूर्व अनुबंध अखंडता समझौते पर हिमाचल प्रदेश राज्य के प्रासंगिक स्टाम्प अधिनियम के अनुसार मुहर लगानी होगी।

लिफाफा संख्या 2 में शामिल होना चाहिए:

- क) मूल्य / वाणिज्यिक बोली (खंड II) सभी प्रकार से पूर्ण रूप से विधिवत मुहरबंद और मुख्य महाप्रबंधक, नाबार्ड हिमाचल प्रदेश क्षेत्रीय कार्यालय, ब्लॉक -32, एसडीए वाणिज्यिक परिसर, कसुम्पटी शिमला-171009 को संबोधित होनी चाहिए।
- ख) मूल्य बोलियों में कोई शर्त नहीं होनी चाहिए और किसी भी सशर्त बोली को अस्वीकार कर दिया जाएगा।

6) लिफाफा I और लिफाफा II को खोलना :

लिफाफा संख्या 01 निविदा जमा करने की अंतिम तिथि को खोला जाएगा। बोलीदाताओं के प्रतिनिधि, निविदा खोलने के समय मौजूद हो सकते हैं।

लिफाफा संख्या II

लिफाफा संख्या 1 खोलने के बाद और बोलीदाताओं द्वारा निर्धारित शर्तों का आकलन करने के बाद, यदि कोई हो, नाबार्ड, यदि ऐसा निर्णय लेता है, तो सभी निविदाकारों को निविदा शर्तों में किसी भी

संशोधन के बारे में सूचित कर सकता है। बोली में मूल के साथ बदली हुई शर्तों से सहमत होने वाले निविदाकारों को सीलबंद लिफाफे में जमा किए जाने वाले एक पत्र के माध्यम से अपनी निविदा कीमतों में संशोधन करने की अनुमति दी जाएगी, जो उनकी कीमत बोली के साथ अंतिम मूल्य बनाएगी।

लिफाफा संख्या 2 केवल उन्हीं निविदाकारों के संबंध में खोला जाएगा, जो चर्चा के बाद, अपनी निविदाओं को निविदा दस्तावेज की आवश्यकताओं के अनुरूप लाते हैं और नाबार्ड को स्वीकार्य हैं। इस संबंध में नाबार्ड का निर्णय निविदाकर्ता पर बाध्यकारी होगा और प्रश्न या अपील के लिए खुला नहीं होगा। लिफाफा संख्या 2 को खोलने की तारीख और समय केवल योग्य बोलीदाताओं को लिफाफा संख्या 1 खोलने के बाद ही सूचित किया जाएगा।

निविदाएं भरने से पहले, बोलीदाता निम्नलिखित बातों को नोट कर लें:

- क) वाणिज्यिक बोली खोलने की तारीख से 90 दिनों के लिए बोली वैध और स्वीकृति के लिए खुली रहेगी।
- ख) निविदा में निर्दिष्ट नियमों और शर्तों की स्वीकृति के प्रतीक के रूप में, प्रस्ताव में शामिल सभी दस्तावेजों को फर्म द्वारा हस्ताक्षरित और सील किया जाना चाहिए।
- ग) कार्यों के पूरा होने में देरी के लिए परिसमाप्त हर्जाना प्रत्येक सप्ताह की देरी के हिसाब से 0.25% की दर से लगाया जाएगा, जो स्वीकृत निविदा राशि के अधिकतम 5% के अधीन होगा।
- घ) नाबार्ड के पास, ऐसा करने का कोई कारण बताए बिना, किसी भी / सभी निविदाओं को आंशिक या पूर्ण रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है और बैंक का निर्णय अंतिम होगा।
- ङ) निविदाकर्ता को निविदा/उद्धरण से पहले अपनी संतुष्टि के अनुसार मौजूदा साइट और अन्य शर्तों का निरीक्षण कर लेना चाहिए।
- च) झूठी और/या अधूरी जानकारी वाले आवेदन अस्वीकृत किए जा सकते हैं।
- छ) कार्य पूर्ण होने का समय : निविदा प्रपत्र में निर्दिष्ट समय के भीतर कार्य पूर्ण किया जायेगा।
- ज) जारी निर्देशों के अनुसार बैंक के साथ सख्त समन्वय में और निर्धारित समय सीमा के भीतर शीघ्रता से कार्य करना होगा।
- झ) **इच्छुक बोलीदाताओं को दरों को उद्धृत करने से पहले प्री-बिड प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैकट के निष्पादन की व्यवस्था करनी होगी, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा।** पूर्व बोली पूर्व अनुबंध अखंडता समझौते पर हिमाचल प्रदेश राज्य के प्रासंगिक स्टाम्प अधिनियम के अनुसार मुहर लगानी होगी। सभी संभावित बोलीदाताओं/विक्रेताओं को बैंक के साथ एक सत्यनिष्ठा समझौता करना होगा अन्यथा वे निविदा प्रक्रिया में भाग लेने के पात्र नहीं होंगे। केंद्रीय सतर्कता आयोग द्वारा नियुक्त स्वतंत्र बाहरी मॉनिटर (आईईएम) निम्नलिखित हैं:

श्री के संगेश्वरी

सेवानिवृत्त पीसीएमएम / एससीआर

एच नंबर 12-5-65/1, फ्लैट नंबर 109,

श्री हर्ष सेतुराम अद्वितीय,

**विजयपुरी कॉलोनी, साउथ लालगुडा,
सिकंदराबाद, तेलंगाना - 50001**

सफल बोलीदाता प्रस्ताव की स्वीकृति की तारीख से 14 दिनों के भीतर संलग्न मानक प्रारूप के अनुसार नाबार्ड के साथ एक अनुबंध निष्पादित करेगा, जिसमें विफल रहने पर बोलीदाता की ईएमडी जब्त हो सकती है।

हस्ता /-

**(R K Agrawal)
उप महाप्रबंधक**

NOTICE INVITING TENDER

No. NB.DPSP.HPRO/ 1328 /Windows-01 /2021-22

Dated :03/11/2021

M/s.

Dear Sirs,

Notice Inviting Tender for providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows at NABARD Himachal Pradesh Regional Office Building at Shimla

1. National Bank for Agriculture and Rural Development (NABARD) invites the tender for the aforesaid work. NABARD intends for Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows at NABARD Himachal Pradesh Regional Office Building at Shimla, from the manufactures, contractors etc. who fulfil the other criteria, are requested to submit their offer in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

2. Tender forms will be issued from 03/11/2021 from 10:00 Hrs to 29/11/2021 at 15:00 Hrs on all working days (Monday to Friday) by DPSP, NABARD,Block-32, SDA Commercial Complex, Kasumpti. Shimla. Tender forms can also be downloaded free of cost from the website www.nabard.org.

3. Pre Bid Meeting

The Pre-Bid meeting will be held on 16/11/2021 at 12:00 PM at Regional Office building of NABARD at Block-32, SDA Commercial Complex, Kasumpti. Shimla -171009. All the clarifications of the pre-bid meeting, if any, will be part of tender.

4. Submission of Sealed offers

Sealed offers should be submitted separately as follows :

- a) In two Envelopes indicating clearly '**Part I**' – **Technical Bid** and '**Part II**' – **Price Bid**.
- b) The envelopes should be addressed to The Chief General Manager, NABARD Himachal Pradesh Regional Office, Block-32, SDA Commercial Complex, Kasumpti. Shimla, and superscribed "**Tender for Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows at NABARD Himachal Pradesh Regional Office Building at Shimla**"
- c) You can enclose Envelopes 1 & 2 in a 3rd big envelope.
- d) The tenders should be submitted not later than 03:00 hrs. on 29/11/2021

5. Content of Envelope No. I and Envelope No. II

Envelope No.1 shall contain;

- a. Volume I of tender, every page of which should be filled up wherever required and duly signed and stamped for acceptance to the tender conditions
- b. Relevant documents supporting the Pre-Qualification Criteria and Technical Document Sheets.
- c. Bar/ CERT Chart indicating the program for execution of the work.
- d. Earnest Money Deposit (EMD) of Rs.27,500/- (Rupees Twenty Seven thousand five Hundred only) by way of online payment. Tender without EMD shall be rejected. Receipt showing UTR number must be enclosed.
- e. Cost of the tender document (non-refundable): **Rs.500/-** (Rupees Five Hundred Only) by way of Online payment payable at Shimla in favour of 'NABARD'. Tender without tender fees shall be rejected.
- f. The details of account of NABARD are furnished below:-

Name of Account :National Bank for Agriculture and Rural Development
Account Number (VAN) :NABADMN28
Bank Name :NABARD
Branch Name : HEAD OFFICE, MUMBAI
IFS Code: NBRD0000002
- g. Signed and stamped copy of Pre-bid clarifications, if any.
- h. Signed, sealed and stamped pre-bid pre-contract integrity pact. The pre bid pre contract integrity pact will have to be stamped as per the relevant Stamp Act of the State of Himachal Pradesh.

Envelope No. 2 shall contain:

- i. The price / Commercial Bid (Volume II) complete in all respects duly sealed and addressed to The Chief General Manager, NABARD Himachal Pradesh Regional Office, Block-32, SDA Commercial Complex, Kasumpti. Shimla-171009
- j. The price bids should not contain any conditions whatsoever and any conditional bids shall be rejected.

6. Opening of Envelope I and Envelope II

Envelope No. I will be opened on the last date of submission of tender, at 16:00 hrs on 29/11/2021 in the presence of bidders' representatives, should they choose to be present

Envelope No. II

After opening of the Envelope No.1 and assessing the conditions stipulated by bidders, if any, NABARD may, if it so decides, inform all the tenderer about any modifications in the tender conditions. Tenderer who agree to the changed conditions along with original in TOTO will be allowed to make modifications if they so wish in their tender prices by means of a letter to be submitted in sealed cover, which, along with their price bid will form the final price bid. A tender will be rejected if any tenderer proposes any deviation from the above.

The Envelope No. 2 shall be opened only in respect of those tenderer who, after discussion, bring their tenders in line with the requirements of tender document and are acceptable to NABARD. The decision of NABARD in this regard shall be binding on the tenderer and not open to question or appeals. The date and time of opening of

Envelope No. 2 shall be intimated only to qualified bidders after opening of Envelope No.1.

Before filling up the tenders, the bidders may note the following

- a) The bid shall remain valid and open for acceptance for 90 days from the date of opening of commercial bid.
- b) All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
- c) Liquidated damages for delay in completion of the works will be levied at 0.25% for every week of delay or part thereof, subject to maximum of 5% of the accepted tender amount.
- d) NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so and the decision of the bank shall be final
- e) Tenderer should inspect the existing site and other conditions up to their satisfaction before tendering/quoting.
- f) Applications containing false and/or incomplete information are liable for rejection.
- g) Time of completion: The work shall be completed within the time as specified in the Form of Tender.
- h) The work shall have to be done in strict coordination with the Bank as per directions issued and within the stipulated timeframe in an expeditious manner.
- i) **Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact before quoting the rates failing which the tender will be rejected.** The pre bid pre contract integrity pact will have to be stamped as per the relevant Stamp Act of the State of Himachal Pradesh. All prospective bidders / vendors have to enter into an Integrity Pact with the Bank otherwise they will not be eligible to participate in the tendering process. The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

Shri K Sangewar

Retd PCMM / SCR

H No. 12-5-65/1, Flat No. 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalguda,
Secunderabad, Telangana – 50001

The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 14 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Thanking you,
Yours faithfully,

----sd---
(R K Agrawal)
Deputy General Manager

Section I - Form of Tender

Date _____

Place -----

The Chief General Manager,
NABARD.

Himachal Pradesh Regional Office,
Block-32, SDA Commercial Complex
Kasumpti, Shimla, HP- 171009

Dear Sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderer and special conditions, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities 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 works	Removal of installed MS windows, levelling the surface and providing granite patti at window sills, Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows at NABARD Himachal Pradesh Regional Office Building at Shimla
(b)	Earnest Money	Rs.27,500/- (Rs Twenty Seven Thousand Five Hundred only) by way of online payment in favour of NABARD, Himachal Pradesh.
(c)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	90 days

1. We also agree that our tender will remain valid for acceptance by NABARD for 90 days from the date of opening of Part II of the tender and this period of validity can be extended for such period as may be mutually agreed between NABARD and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender.
2. Should this tender be accepted, we hereby agree to abide by and fulfil all the Terms and conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.

3. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
4. We are enclosing a list of our clients and bankers in India with complete details as per the proforma given in the Annexure-I.
5. The Tender is submitted in two parts in separate sealed envelopes. Part I contains all Techno-commercial terms and conditions along with technical specifications / particulars and Part II contains only the price bid in NABARD's proforma.

Dated this _____ day of _____

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name, address and date

Signature

Address

(2) Signature with name, address and date

Signature

Address

Section II - General Instructions and Special Conditions

2.1 Instructions to Tenderer

Please note that pre-bid integrity pact is invariably to be submitted along with the part-1 of the tender failing which the tender shall be out-rightly rejected

- 2.1.1 Sealed tenders in two parts are invited for **Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows** at NABARD Himachal Pradesh Regional Office Building at Shimla. Some of the Qualification criteria's are as follows:

Should have carried out minimum 1 similar works during last 5 years (ending 31.03.2021) with contract value (costing individually) not less than Rs. 32 lakh.

OR

Should have carried out minimum 2 similar works during last 5 years (ending 31.03.2021) with contract value (costing individually) not less than Rs. 20.0 lakh.

OR

Should have carried out minimum 3 similar works during last 5 years (ending 31.03.2021) with contract value (costing individually) not less than Rs. 16 lakh.

The tenderers should also have average Annual Turn Over of Rs.12 lakh during the last three years ending 31 March 2021 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.

The applicant should have a own service set up or having tie up with manufacturer at Shimla or Nearby locations for rendering after sales service

Tenderers should submit the following documents in respect of their eligibility:

1. Copies of detailed work order indicating scope and value of works.
2. Completion certificate for the qualifying works.
3. List of completed works with all the details.
4. Financial statement for turnover for last 3 years

A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected

- 2.1.2 Cost of the tender document can be purchased from office by paying an amount of Rs.500/- (Rupees five hundred only) by depositing online in the Banks as per details given below. Tender Document can be collected from Office by showing receipt / proof of payment. Tender document can also be downloaded from our website which is free of cost. Tender fees, if paid is non-refundable.

- 2.1.3 The Bank details are as follows

Name of Account :National Bank for Agriculture and Rural Development

Account Number (VAN) :NABADMN28

Bank Name :NABARD

Branch Name : HEAD OFFICE, MUMBAI

IFS Code: NBRD0000002

- 2.1.4 The tenderers advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
- 2.1.5 The contractor shall indemnify NABARD against all claims in respect of rights, and shall defend all actions arising from claims, and shall pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
- 2.1.6 A pre-bid meeting of the intending tenderer will be held at 12:00 hrs on 16/11/2021 to clarify any points / doubts raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the points/ conditions/ specifications requiring clarifications shall be given in writing addressed to, The Chief General Manager, NABARD Himachal Pradesh Regional Office at Block No. 32, SDA Commercial Complex, Kasumpti, Shimla-171009. These issues will be discussed and clarifications if any, will be published on NABARD website. Any such clarifications will form part of the tender. The tenderer are expected to get all the issues clarified during the above meeting and, should strictly desist from deviating from NABARD's tender conditions/specifications in their tender (Part – I and Part –II)
- 2.1.7 All information, correspondence letters pertaining to the tender shall be addressed to, The Chief General Manager, NABARD Himachal Pradesh Regional Office, Block No. 32, SDA Commercial Complex, Kasumpti, Shimla-171009.

2.2 Submission of Tender

2.2.1 Tenderer are advised to use only the forms issued by NABARD. However, if they desire to submit additional information, they may do so on their own letter head / paper. Each page of the forms shall be signed and returned. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature. All copies of the tenders should be completed in all respects with all attachments/ enclosures/ annexures

2.2.2 The Tender shall be prepared separately and submitted separately in sealed envelopes in two parts, viz Part I and Part II clearly indicating on the covers "**Part I – Technical bid**" and "**Part II – Price Bid**", respectively. These covers shall be super scribed as "**Tender for Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows at NABARD Himachal Pradesh Regional Office Building at Shimla**" and submitted to NABARD Himachal Pradesh Regional Office Block No. 32, SDA Commercial Complex, Kasumpti, Shimla-

171009. Telegraphic, Fax and E-mail tenders will not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall be written on the bottom left corner of the sealed envelope.

2.2.3 The tender duly sealed may be deposited in the 'Tender Box' kept in the DPSP Section, First Floor, Himachal Pradesh Regional Office Block No. 32, SDA Commercial Complex, Kasumpti, Shimla-171009, within the stipulated time / date. No tender will be received after 29/11/2021 at 15:00 Hrs under any circumstances whatsoever.

2.3 Part I – Technical & Commercial Bid

2.3.1 Part I - This part shall contain the covering letter, un-priced tender consisting of complete technical specification and commercial terms and conditions.

2.3.2 Part I of the tender as submitted shall also contain the following:-

- I. Earnest Money Deposit in form of online payment in favour of NABARD, Shimla. Earnest money shall be submitted with the Envelope I containing Part I – Technical Bid of tender document
- II. Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.
- III. Any other technical information the tenderer wish to furnish.
- IV. Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience
- V. Tenderer should also enclose a letter from the manufacturer of Powder Coated Aluminium Window indicating the name of their authorized service agent at Shimla or nearby area, through whom the periodical service for the system will be attended.
- VI. **Detailed specifications** of each of the offered items matching with the specifications contained under this contract along with manufacturer's **catalogue / product brochure**. If there are some variations in specifications and dimensions of the equipment's / products as contained under the manufacturer's catalogue / product brochures vis-a vis those given under the specifications contained under this tender document, the specifications and dimensions given in this tender document shall prevail.
- VII. The details shall include number of technical personnel, phone/mobile numbers and addresses for contact/lodging of service requests and also the details of emergency service/after/before office hours available.
- VIII. Signed, sealed and stamped pre-bid pre-contract Integrity Pact (as per relevant act of the State of Himachal Pradesh) as per the proforma given in the tender document along with the Part-I of the tender failing which the tender will be summarily rejected.

The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

Shri K Sangewar

Retd PCMM / SCR

H No. 12-5-65/1, Flat No. 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalguda,

- IX. No extra work/facilities shall be provided by NABARD except those mentioned in the tender document.

2.4 Part II - Price Bid

1. This part shall contain prices in Indian Rupees only as per format (Part II) both in figures and words. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.
2. The tenderer must use only the forms issued by NABARD to fill in the rates. The tender form must be filled and **all entries must be made by hand and written in ink.** If any of the documents is missing or unsigned, the tender may be considered invalid by NABARD in its discretion. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at NABARD's option. No request for any change in rate or conditions after the opening of the tender will be entertained.
3. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows and other associated works complete in all respect to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
4. The rates quoted shall be deemed to be for the finished work computed in all respect and shall be firm and binding without any escalation whatsoever till the system is handed over to NABARD.

2.5.0 Opening of Tender

Part I of the tenders will be opened on 29/11/2021 at 16:00 hrs in the presence of tenderer who wish to be present.

2.6.0 Scope of Work

2.6.1 The scope of work shall include the following.

- Removal of already installed windows with minimum or NO damage to the office infrastructure.
- Repairing and Levelling of walls and window sills and providing polished granite patti at window sills.
- Providing and fixing of customised factory manufactured Powder Coated Aluminium Windows and sealing of any leftover gap etc. complete in all respect. It shall be ensured that the windows are installed in a manner that shall not allow any dust/ water seepages in the office premises.
- Providing all-inclusive services including all spares, etc.
- All engineering, equipment, labour, and permits required for satisfactorily completion of System installation work as per Specification.

- Any other ancillary work, related to but not mentioned above, required for satisfactory completion of the job.

2.6.2 The tenderer should indicate in his tender the complete description of the working of the system/sub systems for which the tender is submitted with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:

2.6.3 The tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered.

2.6.4 Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation, testing and commissioning of the system.

2.6.5 The tenderer shall state clearly in his tender that the standard tools, spare parts required for smooth operation which he will supply free of cost when installing the system.

2.6.6 The tenders (Part I) shall be accompanied by the leaflets/literatures and full specifications of the Aluminium windows offered and the “Maker” of all the major components and accessories

2.7.0 Drawings and Documents

2.7.1 The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors, omissions and commissions in the drawing or particulars submitted by him even if these have been approved by NABARD. The drawings will be scrutinized by NABARD and returned to the tenderer within two weeks of receipt, duly approved or with observations.

2.7.2 The successful tenderer on completion of the work shall furnish three sets of schematic diagram, physical layout drawings and maintenance manuals and a detailed list of all the components.

2.8.0 Packing and Despatch

The equipment shall be properly and securely packed for multiple handling and transportation by sea/ air / rail / road etc. All Aluminium window /components shall be delivered on Duty Delivery Paid (DDP) basis at NABARD Himachal Pradesh Regional office building, Shimla.

2.9.0 Taxes

2.9.1 The prices quoted for supply of Aluminium windows shall be deemed to have included all taxes, custom duty, excise duty, octroi, local levies, GST or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to

commence from the 10 days after the date of Work Order from NABARD till the completion of the contract. As per laws, income tax and works contract tax/GST, TDS etc. will be deducted at source, and a certificate for the same will be issued to the contractor. **The Bank will not issue any kind of form for obtaining concessions in taxes/duties etc.**

2.9.2 The photocopies of the requisite documents, issued by the respective competent authority, showing proof of having paid the required Excise/Custom duty/GST amount duly authenticated shall be submitted to NABARD. Any adjustment required to be carried out due to changes in the rate of Excise/Custom duty/GST, the contractor shall bear the same.

The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.

2.10.0 Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.

2.11.0 Language

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

2.12.0 Earnest Money, Security Deposit and Security during defect liability period

Earnest Money Deposit

2.12.1 The Tender must be accompanied by Earnest Money in the form of Online Payment in favour of NABARD, Shimla for Rs.27, 500/- (Rupees Twenty Seven Thousand Five Hundred Only).

2.12.2 Tender not accompanied by EMD shall be rejected.

2.12.3 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.

EMD will be released after virtual completion of the work & submission of RMD which is 5% of the contract value as Security as mentioned in clause No. 2.12.4.

Retention Money Deposit

2.12.4 Apart from the Earnest Money deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from running bills @ 5% of the gross value of work done after adjusting the Earnest money deposit and claimed in each running account bill. Provided that the total security deposit i.e. The EMD, plus the retention amount shall put together not exceed 5% of the Contract price as determined after considering all variations as approved.

If the Contractors do not carry out the rectification work during the Defects Liability Period, then the NABARD shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the amount so retained'

2.13.0 Lowest Tender Not Necessarily To Be Accepted

2.13.1 NABARD is not bound to accept any or all tenders or to assign any reason for non-acceptance.

2.13.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though NABARD may elect to modify/withdraw the tender.

2.14. Right to Accept Part Tender

NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

2.15. Evaluation of Tender

The tenders will be evaluated based on Total cost of ownership (**TCO**) which will include the capital cost, Installation cost and other civil work necessary for fixing the Aluminium windows.

2.16.0 Signing of Contract Agreement

2.16.1 The General instructions to the tenderer and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.

2.16.2 The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

2.16.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

2.16.4 On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the articles of agreement (Annexure-A). Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.

2.16.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit

shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.

2.17.0 Inspection of materials/work at site

2.17.1 Before despatching of equipment to the site, if required, the equipment may be inspected by NABARD's officials at the manufacturer's works and then cleared for shipment. The contractor at his own expense offer to the inspector all reasonable facilities as may be necessary for satisfying himself that the equipment is being or have been manufactured according to the specifications laid down in the tender. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.

2.17.2 NABARD's officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by NABARD's officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to NABARD's officials a similar right.

2.17.3 NABARD at its discretion may inspect the Aluminium Windows at the manufacturer's works, before despatch of the same to the site at NABARD Regional Office at Shimla. The inspection will cover the following equipment.

1. Aluminium window Panels and profiles.
2. Internal Cross section
3. Type and quality of Glass Used
4. Any other equipment.

The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

2.17.4 NABARD's officials carrying out the inspection shall have the power to certify/ accept/ reject as follows :

- a) Before any Aluminium Windows or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

2.17.5 Consequence of rejection:

If the equipment or a part thereof, being rejected by NABARD's officials and contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period NABARD shall be at liberty to:

- a) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- b) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of NABARD which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- c) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of NABARD, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause applies as far as applicable.

2.17.5 NABARD's decision as to rejection shall be final: - NABARD's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

2.18.0 Completion Period

2.18.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme in the form of Bar Chart/PERT which shall be approved by NABARD. The tenderer shall indicate the time schedule as per the broad items of work listed below.

2.18.2 The contractor shall submit a Bar Chart/PERT for completion of the work within the contractual completion period from the 10th day of Work Order. Such chart shall include all activities like the date of supply of material at site, completion of work etc., and obtain the approval of the appropriate authority.

2.18.3 Contractor will arrange space for storing the material at or near site NABARD will facilitate. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/ enclosure for lockable storage to be erected by the vendor at his cost and shall be dismantled upon completion of work and all disposed materials to be stacked outside municipal limits by the contractor at his risk and cost.

2.19.0 Insurance

On or before the date of commencement of the contract, the contractor shall take all insurances at his cost covering all kinds of risks from the time Aluminium Windows and other equipment leaves the manufacturer's workshop till end of defect liability period of the system to NABARD, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall take at least the following risk related policies:-

Contractor's All Risk Policy at 1.25 times of the value of the contract.

Workmen compensation policy for all the workmen of the contractor at site.

Third party liability policy of Rs.30 lakhs in a year.

Note:

These policies shall remain valid for all the time during the currency of the contract till the completion of the defect liability period. If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.

The Contractor shall provide NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the expiry of defect liability period.

All insurance to be effected by the Contractor, and/or his sub-contractors, or nominated sub-contractors, if any, shall be taken only with any of the Nationalised/ private Insurance Companies approved by NABARD.

The Contractor has to Add-on covers under this policy, if at all they are not included under the original policy like:

Clearing and removal of debris; Damage to surrounding property not forming part of the contract work. Maintenance visit / extended maintenance cover to cover accidental loss or damage whilst carrying out any rectification during maintenance period and / or any amount incurred for rectification of such original defects or faults during construction.

2.20.0 Warranty

20.1 The warranty shall be as per the manufacturer of Powder Coated Aluminium windows.

The minimum warranty period of **one year** for all associated hardware and a minimum of **10 years** for Aluminium profile

The warranty period shall start from the date of handing over of the system i.e. date of virtual completion.

2.21.0 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows subject statutory deductions. No variation in the mode of payment will be acceptable.

All bills shall be prepared by the contractor in the form prescribed by the Employer's. Normally one interim bill shall be prepared each month subject to minimum value for interim certificates as stated in the document. The bills in proper forms must be duly accompanied by detailed measurements in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

The Employer shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

The Employer will deduct retention money as described in clause 11 of these conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The payment of final bill shall be made by the employer within **90days** from the date of receipt of bill from the contractor.

A certificate of completion shall accompany the final bill from the Employee. Payments of final bill shall be made after deduction of Retention Money as specified in clause 11 of these conditions, which shall be refunded after the completion of the Defects Liability Period after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

2.24.0 Other Issues

2.24.1 The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of NABARD's officers. If in the opinion of NABARD's Officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of NABARD, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

2.24.2 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters

pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.

2.24.3 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

2.24.4 The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centring, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.

2.24.5 Guarding and protecting of all concerned equipment's shall be responsibility of the tenderer from the date of commencement of work at site.

2.24.6 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

2.24.7 The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.

2.24.8 The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

2.24.9 The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hours beyond office hours / Saturdays / Sundays / NABARD's holidays etc. so that normal working of office does not get affected.

2.24.10 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD and also in compliance of the requirement of the local public authorities and to the requirements of the Electrical Inspectorate and any other Acts/ Rules/ Regulations and no deviation on any account will be permitted.

2.24.12 Contract Agreement: The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.

2.24.13 Confidentiality: The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of NABARD.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

Signature of Witness with date

Signature of tenderer with date

Address-----

Address -----

Section III - Safety Code

GENERAL SAFETY

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber handgloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work required precautions should be taken.
- vi. Two buckets of water/ sand and a fire cloth of suitable size shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Any debris/ waste generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xiii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:
Date:

**SIGNATURE AND SEAL
OF THE CONTRACTOR**

Section IV - The Conditions Hereinafter Referred To

4.1 Interpretation Clause

In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

- (a) "NABARD" Shall mean, National Bank for Agriculture and Rural Development, Himachal Pradesh Regional Office, Shimla and shall include its assigns and Successors.
- (b) "Contractor" "Contractor" shall mean _____ and _____ (in the case of a trading in the name and style of _____ and having a place partnership) of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
(in the case of "Contractor" shall mean M/s _____ trading in individual) the name and style of _____ and shall include his heirs, successors and legal representatives.
(in the case of "Contractor" shall mean _____ a company) incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by NABARD for the Contractor's use.
- (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
- (e) "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 registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
- (f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

"The works" Shall mean Removal of installed MS windows, Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows at NABARD Himachal Pradesh Regional Office Building at Shimla as provided herein.

4.2 Scope of Contract

The work includes removal of already installed iron windows from the office windows and disposal of the same from the Office and at the designated disposal sites outside municipal corporation limits. Repairing, levelling and plastering of

walls and window frame area , providing and fixing polished granite patti at window sills and providing and fixing of customised factory manufactured powder coated Aluminium windows at NABARD Himachal Pradesh Regional Office Building at Shimla, preparation of Drawings and submission of same to NABARD for taking approval from NABARD authorised personnel's. The contractor shall carry out and complete the said work in all respect in accordance with this contract and with the directions of and to the satisfaction of NABARD. NABARD may in its absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "NABARD's Instructions" in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 4.24 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such NABARD's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by NABARD shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by NABARD, such shall be deemed to be NABARD's instructions within the scope of the Contract.

For the purpose of entering day to day instructions by NABARD, the contractor shall maintain at his own cost, a "Site Instruction Book" in triplicate in which the instructions shall be entered by NABARD and to be maintained by engineer-in charge of the contractor. Instructions to the contractor shall be issued through NABARD's officials.

Scope of contract includes, but is not limited to, the following:

- a) The coordination, scheduling and management of work of component suppliers and subcontractors.

4.3 Contractor's Duties

Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.

- b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.
- e) Security and safety of workers.

4.4 **Variations to be approved by NABARD**

The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by NABARD shall form a supplementary tender. NABARD shall not be liable for payment of such variations until these statements are sanctioned by it.

4.5 **Drawings, Schedule of Quantities & Agreement**

The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to NABARD all Drawings and Specifications.

All required drawings for providing and fixing of Aluminium Windows etc., should be prepared by the tenderer and submitted to the Bank's engineer for approval before commencement of work.

4.6 **Work sequence**

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications, toured the jobsite, and will complete all work in accordance with the overall time frame of 90 days as per the approved schedule. The Contractor shall provide a detailed execution schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

4.7 **Contractor's use of Estate**

The site of the work is an occupied building. Contractor's use of premises shall be subject to following:-

- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and NABARD's specific instructions.
- Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by NABARD.
- Assume full responsibility for protection and safekeeping of tools and products stored on or off site.

- Move stored products which interfere with operations of building or the operations of other trades.

4.8 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to NABARD who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

4.9 No disruption to normal office functions

It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as directed by NABARD. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests. The Contractor shall perform such work during NABARD dictated hours and shall include all costs in its tender.

The Contractor shall keep noise levels within permissible limits during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise NABARD of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise reducing procedures and include an allowance for it in the tender.

4.10 Protection of Work and Property

The Contractor shall install a suitable protective covering on area where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by NABARD. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to NABARD. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

4.11 Authorities, Notices and Patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to NABARD, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 4.21 thereof.

The Contractor shall bring to the attention of NABARD, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with NABARD.

The Contractor shall indemnify NABARD against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

4.12 Setting out of work

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of NABARD.

4.13 Materials and workmanship to conform the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with NABARD's instructions, and the Contractor shall upon the request of NABARD furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which NABARD may require.

4.14 Contractor's superintendence and representative on the works

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as NABARD may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations,

instructions or notices given by NABARD to such representative shall be held to be given to the Contractor.

4.15 Dismissal of Workmen

The Contractor shall on the request of NABARD, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of NABARD, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of NABARD.

4.16 Access to Works

NABARD and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to NABARD and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by NABARD except the representatives of public authorities shall be allowed on the works at any time.

4.17 Assignments and Sub-letting

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of NABARD, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

No alteration, omission or variation shall vitiate this Contract but in case NABARD thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of NABARD and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of NABARD in accordance with the provisions of Clause 4.21 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

4.18 Schedule of Quantities

The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 4.21 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

4.19 Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

4.20 Measurement of Works

Contractor shall take measurement of the work from time to time and inform NABARD for the same. Measurements shall be taken and recorded in measurement books in accordance with the Mode of Measurement detailed in the Specifications. All authorised extra works, omissions and all variations made with the prior approval in writing of NABARD shall be included in such measurements

4.21 Prices for extra etc. ascertainment of

The Contractor may, when authorised by NABARD, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by NABARD shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 4.4 hereof with the concurrence of NABARD as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- (a)
 - (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
 - (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any

remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of NABARD the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, NABARD shall fix such other rate or price as in the circumstances NABARD shall think reasonable and proper.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to NABARD at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix.

4.22 Unfixed materials when taken into account to be the property of NABARD

Where in any Certificate (of which the Contractor has received payment) NABARD has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of NABARD and they shall not be removed except for use upon the works, without the written authority of NABARD. The Contractor shall be liable for any loss of or damage to such materials.

4.23 Removal of improper work

NABARD shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time, as may be specified in the order, of any materials which in the opinion of NABARD are not in accordance with the Specifications or the instructions of NABARD, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, NABARD shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by NABARD from any moneys due, or that may become due, to the Contractor.

4.24 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of NABARD from materials or workmanship not in accordance with the contract, shall upon the directions in writing of NABARD, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at

his own cost and in case of default, NABARD may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by NABARD or may be deducted by NABARD from any moneys due or that may become due to the Contractor, or NABARD may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by NABARD equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses NABARD may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by NABARD as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 4.2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by NABARD.

4.25 Certificate of virtual completion and Defects Liability Period

The works shall not be considered as completed until NABARD has certified in writing that they have been virtually completed. The Defects Liability Period of 12 months shall commence from the date of such Certificate or obtaining of licence whichever is later.

4.26 Nominated Sub-Contractor

All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by NABARD are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

4.27 Other persons employed by NABARD

NABARD reserves the right to use the Estate and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

4.28 Insurance in respect of damage to person and property

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness,

accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified NABARD and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by NABARD, an All Risks Policy for insurance for an amount equal to 125% of the amount of the contract including earthquake risk / Third party risk and Work men Compensation policy in the joint names of NABARD and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with NABARD before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage **to the property of third parties**. The Contractor shall also indemnify and keep indemnified NABARD against all claims which may be made against NABARD by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof .

The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify NABARD against all claims which may be made upon NABARD whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **Contract**. In default of the contractor ensuring as provided above, NABARD may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified NABARD in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to other rights of NABARD against contractor in respect of such default, NABARD shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by NABARD and which are payable by the

contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as NABARD may deem fit, but shall, however, not be entitled to reimbursement by NABARD of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudices to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to NABARD such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the work at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

4.29 Damages for Non-completion

For the purpose of reviewing/ monitoring the progress of work, three financial milestones, to be achieved on or before the stipulated time, will be defined by contractor in consultation with NABARD. In case, the contractor does not achieve a particular milestone, if any, mentioned below or rescheduled milestone(s) in terms of time extension clause 4.30 hereof, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. No interest whatsoever shall be paid by NABARD on such withheld amount/s.

The application of liquidated damages (withholding of amount) shall not effect a change in the milestone or release the Contractor of his obligation to improve the progress of work.

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contractor within any extended time under time extension Clause 4.30 hereof and NABARD certifies in writing that in its opinion the same ought reasonably to have been completed, the Contractor shall pay NABARD the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and NABARD may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes NABARD to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

4.30 Delay and Extension of Time

If in the opinion of NABARD, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings

taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by NABARD and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of NABARD's instructions as per Clause 4.2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from NABARD for which he shall have specifically applied in writing or (h) from other causes which NABARD may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, NABARD may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of NABARD to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to NABARD for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by NABARD (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by NABARD, the provision of liquidated damages as stated under clause 4.29 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless NABARD decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

4.31 Failure by Contractor to comply with NABARD's instructions

If the Contractor after receipt of written notice from NABARD requiring compliance within ten days fails to comply with such further drawings and NABARD may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by NABARD as a debt or may be deducted by him from any moneys due to the Contractor.

4.32 Termination of Contract by NABARD

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an

order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of NABARD that he is able to carry out and fulfil the Contract and to give security therefor, if so required by NABARD.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of NABARD first had and obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if NABARD determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from NABARD notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by NABARD under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, NABARD may notwithstanding any previous waiver, after giving seven day notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, NABARD by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the

same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, NABARD shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, NABARD may sell the same by public auction or by any other mean suitable to it, and give credit to the Contractor for the net amount realised. NABARD shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by NABARD, for the value of the said plant and materials so taken possession of by NABARD and the expense or loss which NABARD shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by NABARD to the Contractor or by the Contractor to NABARD, as the case may be, and the decision of NABARD shall be final and conclusive between the parties.

4.33 Certificates and Payments

The Contractor shall be paid by NABARD from time to time by instalments under Interim Certificate to be issued by NABARD's officials on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of NABARD) has been executed in accordance with this Contract. NABARD may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and NABARD shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by NABARD in accordance with the certificate to be issued by NABARD's officials. The Contractor shall be entitled to the release of NABARD guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by NABARD at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by NABARD of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4.2, 4.23 and 4.24 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which NABARD might have certified in any interim bill and paid by NABARD and which might subsequently be discovered as not payable and in this respect NABARD's decision shall be final and binding.

NABARD shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

NABARD may by any Certificate make any correction in any previous certificate which shall have been issued by him. Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to NABARD.

4.34 Matters to be finally determined by NABARD

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under relevant Clauses hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of NABARD or any refusal of NABARD to give any of the same shall be subject to the right of arbitration and review under Clause 4.35 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of NABARD.

4.35 Settlement of dispute by Arbitration

- I) The bids and any contract resulting therefrom shall be governed by and construed according to Indian laws.
- II) All disputes and differences of any kind whatsoever arising out of or in connection with this offer or in the discharge of any obligation arising under this offer (whether during the course of execution of the order or after completion and whether before or after termination abandonment or breach of the agreement) shall be resolved amicably.
- III) In case of failure to resolve the disputes and differences amicably within 30 days of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act 1996. If no agreement is arrived at, within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.
- IV) In case of dispute not resolved as mentioned above, NABARD shall send to the contractor / bidder a list of 3 names of persons who shall be presently unconnected with NABARD or contractor / bidder. Contractor shall on receipt of the names as foresaid select any one of the persons so named to be appointed as sole arbitrator and communicate to NABARD within 30 days of receipt of the names. NABARD shall there upon without delay appoint the said person as sole arbitrator. If bidder fails to select a person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, then NABARD shall be entitled to appoint one of the persons of the panel from the panel as sole arbitrator and communicate his name to the bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above lists of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- V) The venue of the arbitration shall be Shimla, under the exclusive jurisdiction of courts at Shimla only.
- VI) The language of Arbitration shall be English. The award shall be final and binding to both the parties.

VII) The fees, if any of the arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the arbitrator, shall be directed to be finally borne and paid by such party as or parties to the dispute in such a manner or proportion as may be directed by the arbitrator as the case may be in the award.

VIII) Work under the tender document / 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 ongoing arbitration proceeding, if any, unless it is the subject matter or of the subject matters thereof.

4.36 Right of technical scrutiny of final bill

NABARD shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over certified, it shall be lawful for NABARD to recover the sum.

4.37 NABARD entitled to recover compensation paid to workmen

If, for any reason, NABARD is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, NABARD shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of NABARD under the said Act. NABARD shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NABARD to the Contractor under this Contract or otherwise. NABARD shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to NABARD full security to the satisfaction of NABARD for all costs for which NABARD might become liable in consequence of contesting such claim.

4.38 Abandonment of Works

If at any time after acceptance of the tender, NABARD shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, NABARD shall give notice on abandonment of work in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

4.39 Return of surplus materials

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of NABARD by purchases made under orders or permits or licenses

issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of NABARD and return it to NABARD, if required by NABARD, at the price to be determined by NABARD having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof.

In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to NABARD for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

4.40 Right of NABARD to terminate Contract in the event of death of Contractor, if individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, NABARD shall have the option of terminating the Contract without incurring any liability for such termination.

4.41 Accident Reports

In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

4.42 Marginal Notes

The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

4.43 Progress of Work

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted on its tender form.

The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units.

A BARCHART / WORK SCHEDULE shall be submitted by the Contractor before the start of the work, for NABARD's approval and the same shall be adhered to for completion of work. Any deviation from the schedule without any genuine reason shall attract penalties as specified elsewhere in this tender document.

Section (V) – Introduction to Work

Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows at NABARD Himachal Pradesh Regional Office Building at Shimla

NABARD H P Regional office intends to install powder coated aluminium windows at its Regional office Building at Block 32- SDA Commercial Complex, Kasumpti, Shimla-171009.

The Scope of works in brief is as under:-

The work includes removal of already installed iron windows from the office windows and disposal of the same from the Office and Municipal Corporation limits. Repairing, levelling and plastering of walls and window frame area , providing and fixing polished granite patti at window sills and providing and fixing of customised factory manufactured powder coated Aluminium windows at NABARD Himachal Pradesh Regional Office Building at Shimla, preparation of Drawings and submission of same to NABARD for taking approval from NABARD authorised personnel's. The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of NABARD.

The Contractor shall forthwith comply with and duly execute any work comprised in such NABARD's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by NABARD shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by NABARD, such shall be deemed to be NABARD's instructions within the scope of the Contract.

The tenderer should indicate the complete description of the working with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:

The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

Tenderer shall supply all tools, plants, scaffolding, labour, consumables etc.as required for installation, testing and commissioning of the system.

The work includes the supply and complete installation of Aluminium windows and its accessories in all respect as per site requirement. Complete installation means completion of all work, which includes making civil making foundation/ framework for fixing the aluminium windows. The contractor/firm shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of NABARD

ACTIONS TO BE TAKEN BY THE SUCCESSFUL TENDERER AFTER AWARD OF WORK

Considering that time is the essence of the contract, the successful tenderer shall take **the** following actions immediately -

a) He shall contact the Bank's Engineer-In-Charge of the work immediately after award of work and submit an agreement on a non-judicial stamp paper of adequate value as per the relevant Stamp Act and sign the same in front of the witnesses.

b) All the required submittals must be completed within 14 days from the date of issue of detailed work order.

c) A programme PERT chart shall be prepared for execution of the work & the same shall be finalized in consultation with the Bank's Engineer. The work-schedule chart/ bar-chart indicating the time schedule for commencement of various activities of work like inspection & delivery of materials, commencement of work, completion of work etc. required for the execution & timely completion of work shall be submitted by the tenderer to the Bank's Engineer for approval within 7 (Seven) days of the date of award of work

All activities for execution of work shall strictly follow the programme chart so finalized unless advised otherwise by the Bank's Engineer in writing. It shall be the responsibility of the contractor to adhere to this work-schedule and complete the work in the specified time. Any deviation from this schedule, for any reason, shall be brought to the notice of the Bank's Engineer immediately to enable him to take necessary corrective action(s). Failure to submit the work schedule chart within the specified time shall be treated as delay on the part of tender.

The drawings shall indicate all relevant details about the component/equipment etc. A three dimensional pictorial view of the same shall also be depicted in the drawings. The contractor shall submit all equipment information, which should include but not limited to the following and obtain approval:

- a) General arrangement and dimensional layout
- b) Schematic Drawing showing
- c) Structural drawing along with foundation details for the structure.
- d) Itemized bill of material for complete work.

Delivery of equipment is to be made to the site in accordance with the programme finalized in consultation with Bank's Engineer. The equipment shall be delivered only after pre-delivery inspection has been carried out by NABARD's authorized representative. Pre-delivery inspection of equipment shall be carried at the factory premises of principals. The Bank shall be informed of such an inspection at least 07 days in advance.

The Contractor shall at all times, during the period of execution of works. keep in mind the specified completion time and other terms & conditions of contract as specified in the tender document which is, and shall remain the essence of the contract. On completion of the installation, the tenderer shall conduct a system acceptance test. The tenderer shall propose a detailed system acceptance test plan, which shall be jointly reviewed by NABARD and the tenderer.

5.2 Technical Specifications:

Providing and fixing Diamond Grey finish system aluminium windows Make: Fenesta. Company or equivalent must have own fabrication facilities & control the entire cycle from Fabrication to Installation to post Sales Service. Aluminium profile frame should be powder coated of 65-90 micron, using vertical coating process from a QUALICOAT certified facility and profile must be Undergo sublimation process for transferring wood grain patterns on it(if such shades are approved). Windows & doors profile must be of high grade 6063 T6 and gauge should be vary from 1.2mm to 4.5 mm as per the design & system requirement. All hardware fitted must be of SS 304 grade, except handles to be of zinc/Al. alloy casted with powder coated with weather seal (EPDM/TPE). There should be Warranty of 10 years or more on Profile & one year on hardware from the date of installation.

a) **Three Track Three Panels Slider Window with Fibre Mesh:**

Providing & Fixing three track three panels Slider Door with Fibre Mesh (2 Glass Panel & 1 Mesh Panel) of Outer frame 45mm X 37.5mm and Sash 28 mm X 58mm both having wall thickness of 1.2 mm to 1.4 mm and single glazing bead of appropriate dimension for 20mm Double Glazed Unit of 5mm toughened glass (ET 125) on External Side and 5 mm Clear Toughened Glass of Saint Gobain Manufacture on inside with 10mm metal spacer filled with argon gas as per approved drawing.

b) **Casement window/ Ventilator:**

Providing and Fixing casement windows/ ventilator with friction hinges made of frame 45 mm x 50 mm and sash 45 mm x 83 mm. both having wall thickness of 1.2 mm to 1.4 mm and Single frost toughened glass panes of 5 mm thickness of Saint Gobain as per manufacturer's specs. as per approved drawing

DECLARATION

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

Signature of Tenderer

Address

Date:

NOTE: All technical clarification if any should form a part of technical bid. Technical clarifications after opening of the tender will not be entertained at any cost.

Section (VI) - Check List- Commercial conditions

Please indicate Yes/No against the items. If 'No', please indicate the deviation only.

Sr. No.	Description	Bank's Terms	Whether acceptable or not
1.	Validity	Shall be valid for 90 days from the date of opening of tender	
2.	Earnest Money Deposit	Shall submit Demand Draft /Bank Guarantee for Rs.27,500/- in favor of NABARD Shimla.	
3.	Completion period	90 days from 10th day of date of award letter	
4.	Liquidated damages	0.25% of the contract value per week or part thereof ,subject to a maximum of 5% of accepted contract value.	
5.	Guarantee for all Associated Hardware	Shall furnish guarantee for a period of one year from the date of handing over.	
6.	Service facility	Service facility available at Shimla or nearby area shall be indicated.	
7.	Retention money	Bank Guarantee of 5% of contract value to be submitted valid till completion of defect liability period i. e ONE (01) year from the date of virtual completion,	
8.	Terms of payment for the work	Payment will be made after the completion of the contract. Or one interim bill per month, subject to minimum value ₹10.00 Lakhs and interim completion certificate.	
	Date of completion of work	Date of completion certificate issued by the bank	
	Period of honouring certificates	One months for interim bills and 2 months for final bill	
	List of Clients	To be enclosed along with Part I of the tender, with full postal address and the names of dealing persons.	

10	Certificate regarding non-incorporation of terms & conditions in Part II of the tender.	To be enclosed along with Part I of the tender.	
11	Name and complete address of manufacturer and their authorized agent in Shimla or nearby area	Furnish here	

Place :

Signature of tenderer

Date :

Annexure- 1

Details of EMD along tender & Tender Cost Deposited:

Name of the Firm / Agency	
Name of the Bank	
Amount (Rs)	
UTR No	
Date	

Signature and seal of the Tenderer : -----

Date: -----

Annexure - 2

List of clients

To whom works, (atleast 03) of similar scope each costing not less than Rs. 16.00 Lakhs have been completed in the last 3 years.

Sr. No.	Details	Name of client (1)	Name of client (2)	Name of client (3)
1	Address, fax and telephone numbers			
2	Project name, location and address.			
3	Brief details of the work			
4	Value of work as completed			
5	Date of award of contract			
6	Date of completion of work			
7	Whether the work was carried out under Architect/ Consultant, if so, details.			

In addition, List of important ON HAND works in the similar scope shall also be provided in the same format as above.

(Add more columns in case of more than 3 clients)

Annexure -3

Proforma for Details of Principal Banker / other Bankers

NOTE: Please enclose a cancelled cheque for the banks specified above.

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

Please attach

- i. Photocopy of one cancelled cheque leaf of the above Bank Account
- ii. Copy of PAN Card and
- iii. Copy of GST No
- iv. Copy of Registration of the Firm

Signature of the Tenderer : -----

Date: -----

Annexure- 4

Basic Information

Sr. No	Particulars	Bidder's response
1	Name of the Tenderer/agency/contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3 4 5
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empanelled for similar service with a Government/ Semi- govt / Municipal Authorities or any other public organisation b If yes, name of the authority c and since when?	(Yes/ no)

7	<p>Work Experience</p> <p>a Details of work experience in similar works</p> <p>b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings / private banks / Private sector / housing societies at any other center should also be given.</p> <p>c List of work in hand</p>	
8	<p>a) Areas of business activities,</p> <p>b) Place and address of such business</p>	
9	<p>a) Address of office through which the proposed work of the Bank will be handled; and</p> <p>b) Name & designation of In-charge</p>	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	<p>a) Names of bankers</p> <p>b) Full address of bankers</p> <p>c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)</p>	
12	<p>Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Turn Over for the last three years ending 31.03.2020.)</p>	<p><u>Annual turnover</u></p> <p>Rs. _____</p> <p>—</p> <p>Rs. _____</p> <p>—</p> <p>Rs. _____</p> <p>—</p> <p>Rs. _____</p> <p>—</p>

		Rs. _____ —
13	Number of supplementary sheets attached	
14	<p>a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No)</p> <p>b) If yes, please give following information (suit-wise/ project-wise):</p> <p>i. Name of the Project & Organisation</p> <p>ii. Nature of work</p> <p>iii. Work Order No. and Date</p> <p>iv. Present stage of work</p> <p>v. Value of contract</p> <p>vi. Brief details of litigation</p>	
15	<p>a Permanent Account Number (PAN)</p> <p>b Goods and Service Tax Registration No.</p>	

Notes: Please attach self-certified copies of the following documents:

- a) Latest Income Tax Clearance Certificate
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years from FY 2017-18.

Signature of the Tenderer with seal & date

Annexure - 5

Articles of Agreement

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called "the Employer") and having its Head Office at C-24, G-Block, BandraKurla Complex, Bandra (E), Mumbai – 400051 and its Regional Office at Block 32, SDA Commercial Complex , Kasumpti, Shimla-171009 of the one part and M/s (hereinafter called "the Tenderer" or "the Contractor") and having its registered office at of the other part.

WHEREAS the Employer is desirous of getting executed the work of **"Tender for Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows for NABARD Himachal Pradesh Regional Office Building at Shimla "** and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the *technical & Price Bids and Conditions of Contract* (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. 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.
2. 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.
- 3 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

agreement on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.

4. This contract is an item rate contract for carrying out the work of **“Tender for Providing and Fixing of customised factory manufactured Powder Coated Aluminium Windows for NABARD Himachal Pradesh Regional Office Building at Shimla”** and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.

5. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer's property etc. after the completion of such works.

6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at its sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.

7. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.

8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work **within 90 Days** as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Shimla and only the sole Arbitrator as appointed by both the parties upon mutual consent in Shimla shall have the jurisdiction to determine the same.

10. That all parts of this contract have been read and fully understood by the tenderer. 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.

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 AND DELIVERED by the Contractor
(Name, Signature & Designation)

Witness #1

Signature:

Name:

Address

Witness #2 Signature:

Name:

Address

Annexure - 6

INDEMNITY BOND

(on ₹100 stamp paper)

Know all men by these presents that I, Shri.....of
M/s do hereby execute Indemnity Bond in favour of National
Bank for Agriculture and Rural Development (NABARD), having their
Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and
Regional Office Block 32, SDA Commercial Complex, Kasumpti, Shimla-171009 and
M/s having their registered office at
..... on this day of20...

Whereas NABARD have appointed M/s as the Contractor for
their proposed work relating to **“Tender for Providing and Fixing of customised
factory manufactured Powder Coated Aluminium Windows for NABARD
Himachal Pradesh Regional Office Building at Shimla”**

THIS DEED WITNESSETH AS FOLLOWS:-

I/We, on behalf of M/s hereby do indemnify *to keep NABARD and its
Employees harmless* 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, for our 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 of our 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, 1923 and Employer's Liability Act, 1938 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 or sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s *has set their hands on this
.....day of*

SIGNED AND DELIVERED BY THE AFORESAID

M/s through their authorized representative (Shri
.....).

Signature

IN THE PRESENCE OF WITNESSES:

1. Name & Signature :
2. Name & Signature:

Annexure - 7

PRE CONTRACT INTEGRITY PACT

(To be executed on non-judicial stamp paper of amount as per relevant Act of the State of Himachal Pradesh)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____ (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or

immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.

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

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs.27,500/- (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through a Demand Draft in favour of NABARD / confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for **forfeiture of Performance Bond** in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

v. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vi. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

vii. To recover all sums paid in violation of this Pact by BIDDER(s) to any intermediary, agent, or broker with a view to securing the contract.

viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

ix. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Names and Addresses of the Independent Monitor is given as under:

Shri K Sangewar
Retd PCMM / SCR

H No. 12-5-65/1, Flat No. 109,
Shri Harsha Sethuram Unique,
Vijaypuri Colony, South Lalguda,
Secunderabad, Telangana – 50001

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at _____ on

_____.

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure 08

To the Pre-bid Pre-Contract Integrity Pact

Format for complaint to Independent External Monitor (IEM)

1. Name of RO
2. Name of complainant / vendor
3. Address and Contact No.
4. Tender Details
 - a. Particulars
 - b. Date of tender called for
 - c. Last date of submission
 - d. Date of opening tender
5. Nature of complaint in brief
6. Supporting documents enclosed / evidence
7. Relief sought

Signature and Date

*Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.