

**National Bank of Agriculture and Rural Development,
Head Office, Mumbai
Department of Premises, Security and Procurement**



Supply, installation and commissioning of pre-fabricated(factory made) Modular Kitchen Units with Electrical Chimney and accessories in NABARD Senior Officers' Flats, KVS, Dadar(W), Mumbai

**TECHNICAL BID
(PART – I)**

Name of the Tenderer : -
Address : -

Time & Date of submission of tender : Up to 14.30 hrs on 12 January, 2017

ANNEXURE A

(On Rs. 200/- Non-judicial stamp paper)

PRE CONTRACT INTEGRITY PACT

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 "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 or 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 disfavor 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 principals 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 filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

- 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 Rs.74000/- as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments.

- i. Bank Draft or a Pay Order in favour of NAABRD
- ii. A 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.
- iii. Any other mode or through any other instrument (as specified in the RFP)

5.2 The Earnest Money/ Security Deposit shall be valid upto a period of one year or 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/ Security 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 recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. 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.
- vi. To cancel all or any other contracts with 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.
- vii. 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.
- viii. To recover all sums paid in violation of this Pact by BIDDER(S) to any middleman or agent or broker with a view to securing the contract.
- ix. 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.
- x. 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/s not supplying similar product/ systems or subsystems 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 Monitor Shri Debabrata Sarkar(hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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 Monitor 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. _____

*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.

FORM OF TENDER

The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office,
Mumbai – 400051

Date:-

Dear Sir,

Supply, installation and commissioning of pre-fabricated(factory made) Modular Kitchen Units with Electrical Chimney and accessories in NABARD Senior Officers' Flats, KVS, Dadar(W), Mumbai.

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

S. No.	Subject	Specification
a	Description of work	Tender for Supply, installation and commissioning of pre-fabricated(factory made) Modular Kitchen Units with Electrical Chimney and accessories in NABARD Senior Officers' Flats, KVS, Dadar(W), Mumbai.
b	Earnest Money	Rs. 74,000/-
c	Time allowed for completion of the work	The time allowed for completion of total project is 3 months reckoned from the 10 th day of the date of issue of work order. However, the time allowed for installation of modular kitchen units in a single flat is 7 days only from the date of handing over the kitchen for installation of units.
d	Retention Money Deposit (RMD)	5 % of the gross value of entire work.

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

Our Banker's are :

- i) Bank, Branch,, Mumbai
- ii) Bank, Branch,, Mumbai

iii) Type of account : Savings / Current account

iv) Bank Account No.

v) IFS code of Bank and branch

The names of partners of our firm are :

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney / Authorisation letter to sign the contract

Yours faithfully,

Signature of Tenderer with stamp

A. ELIGIBILITY CRITERIA OF THE CONTRACTORS

The contractor shall fulfil the following eligibility criteria for participating in the tender:

- i) The average annual financial turnover of the contractor/ firm during the last three years (ending 31.03.2016) shall not be less than Rs. 37.00 lakh.
- ii.) The bidders should have the experience of completion of similar works on during last 7 years ending last day of month previous to the one in which tenders are invited, should be either of the following :
 - a. three similar completed works whose individual work value is costing not less than Rs. 29.60 lakh
 - b. two similar completed works whose individual work value is costing not less than Rs. 18.50 lakh
 - c. one similar completed works whose individual work value is costing not less than Rs. 14.80 lakh
- iii.) The contractor/firm should have valid registration for VAT, Service Tax etc. The contractor shall submit the copies of registration certificates for verification.

The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2016). Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III.

Note: The contractors/firms who have already been empanelled with NABARD for Modular Kitchen works need not submit the details mentioned above.

B. SPECIAL INSTRUCTIONS TO THE CONTRACTORS

1. Intending contractors are required to submit their profile by giving details in the enclosed proforma about their organisation, experience, professional personnel in their organisation, competence, etc.
2. The tenders shall be signed by the person/persons on behalf of the organisation having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).
3. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of application, if required.
4. Tenders containing false and/or incomplete information are liable for rejection.
5. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/completion value of Rs. 14.80 lakh and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
6. The contractor must have qualified and experienced professionals in the respective discipline.
7. The applicant must have successfully completed the work according to the eligibility criteria mentioned in para-A.
8. **The Earnest Money Deposit of Rs. 74,000/-(Rupees Seventy Four Thousand only)** by way of Demand Draft drawn on any scheduled Bank favouring NABARD payable at Mumbai as mentioned in “Clause b” of Form of Tender shall be submitted along with the Technical bid (Part-1).
9. In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded as indicated at clause 33 of Section-C of Tender Document. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.
10. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately in a sealed envelope as Part-2.
11. **Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.**

C. GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
5. Materials used should conform to relevant International Codes.
6. Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD will be final.
7. The items not covered in the Schedule of Quantities of the Contract Document shall be paid at CPWD rates/the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP (which include IT and VAT) plus Works Contract Tax plus Service Tax as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
8. Income Tax, Service Tax, Works Contract Tax and other taxes etc. as applicable will be deducted from total payment due to the Contractor.
9. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and/or experience in their trade.
10. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him.
11. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
12. The entire work is required to be completed as specified in the tender.
13. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
14. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including

minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

15. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
16. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
17. **The contractor should engage qualified technical personnel/supervisor in respective Engineering field/s to supervise the work on daily basis as per the specifications and instruction of the Bank's Engineer.** The supervisor shall maintain daily log book for the work done at site flat wise and get it certified on weekly basis by the Bank's engineer. The supervisor has to ensure that the work is being undertaken as per the bar chart/work schedule submitted at the time of acceptance of work. Weekly report of the work status is required to be submitted by contractor that shall be followed by review of work on site/NABARD Office.
18. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees, or workmen. The decision of NABARD in this regard shall be final and binding.
19. The Contractor shall indemnify the Employer against any losses as per format given at **Annexure B** .
20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
21. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/ s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
22. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
23. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
24. The contractor by his own expenses and risk shall shift furniture, wall pictures/frames, fire extinguishers, clocks, other fixtures etc. if any in the area of work carefully and without any damage to a convenient place under intimation to the Bank for the convenience of work and shall reinstall the same in old place after completion of the work.

25. The work should be carried out with least inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
26. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. However, NABARD may assist the Contractor in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.
27. The Contract can be terminated by NABARD on 15 days notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor. The EMD of the contractor will be forfeited.
28. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
29. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any 'T & P' and materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
30. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
31. Any defect which may appear within the **Defect Liability Period** after the Virtual completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.
32. The Earnest Money Deposit/Security Deposit (SD) consists of EMD and RMD will not bear any interest. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender or if the Contractor fails to execute / complete the works satisfactorily or contractor commits breach of any of the terms and conditions of the contract, NABARD the right to forfeit the EMD / SD. This forfeiture is independent of the liquidated damages provided for the contract. Any Tender not accompanied by the EMD will be rejected. The EMD of all the unsuccessful tenderers will be refunded.
33. Security Deposit: In addition to EMD, Security Deposit / Retention money deposit (RMD) shall be deducted @ 5% of the value of work done from every bill and shall be refunded after expiry of defects liability period of one year after the date of virtual completion of the work provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. The EMD of successful contractor shall be adjusted within the security deposit in the final bill or refunded after

completion of work. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilisation advance will be given to contractor.

34. **Defects Liability period** : One year from the date of Virtual Completion of works certified by NABARD.
35. Validity of Tender Rates : 3 months from the date of opening of Technical Bid (Part-1).
36. Liquidated Damages : 0.25% of the accepted Tender Value per week or part of the week subject to maximum of 5% of the value of work.
37. **PAYMENT**: The contractor shall be entitled to receive payments on submission of interim bills of amount more than Rs. 10.00 lakh only during execution of work. The contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with NABARD at site in the Measurement Book (MB). This is not only to regulate correctness of quantity but also to facilitate expeditious clearing of the bills. The interim bills submitted by the contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, ST, TDS, Work Contract Tax etc. as applicable.

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

Place :

DATE :

NAME and SEAL

D. SPECIAL CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay / loss in post or non receipt of Tender Documents.
4. Bids submitted by un-authorized agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
5. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
6. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.
7. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
8. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.
9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
10. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
11. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 1. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 2. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 3. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
12. No advance shall be paid towards mobilization and cost of materials.
13. The contractor at his cost and risk should shift / displace the Bank's furniture / fixtures etc. as per the needs to facilitate the job during the time of work and should re-shift the goods at its initial place without any damage.
14. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force

15. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
16. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the NABARD's Engineer.
17. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.
18. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
19. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.
20. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
21. NABARD also reserves the right of super session of any of the conditions, stipulated in the Tender Document.
22. Rates quoted by the contractor shall be as indicated in the tender and may be extended further with mutual consent of NABARD and the contractor.
23. All disputed or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators”:-

- a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers
- d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e. Fellow of Indian Institute of Architects

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall

thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties.

Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting

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

Place :

DATE :

(SIGNATURE OF THE TENDERER)

ADDRESS :

NAME and SEAL

E. SPECIFICATIONS

The following specifications have to be complied by the contractor/firm/agencies:

- 1.** Materials shall be of the best approved quality obtainable and they shall comply with the respective IS specifications (for those materials covered by BIS). Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited in the Bank.
- 2.** Plywood used in the work shall conform to IS 710.
- 3.** The contractor has to arrange for factory visit for Bank's Engineer to ensure the compliance of tender specifications, if required.
- 4.** All joints between plywood shall be with male and female type non-corrosive screws and approved quality synthetic resin based adhesives.
- 5.** Plywood used for the work shall be treated with approved quality anti-termite chemicals before fixing.
- 6.** Thickness of four side edge PVC lipping for shutters and drawer fascia shall be 2mm., thickness of four side edge lipping of carcass and edge lipping of plywood shelves shall be 0.8mm and thickness of four side edge lipping around the rebate of glass shutter shall be 0.6mm.
- 7.** All outer faces and inner faces of shutters/ drawers shall be laminated with factory machine pressed lamination having thickness of 1mm and 0.8mm respectively.
- 8.** All accessories such as SS baskets, telescopic slides, hinges etc shown in the sketches are only indicative and shall be got approved before used in the work.
- 9.** All Stainless Steel (SS) fittings/ accessories shall be 304 grades, approved finish and customized to the site conditions. They shall be corrosion free.
- 10.** Location of drawers/ shelf of modular units are liable to be changed from the sample according to site conditions without altering the size of the units.
- 11.** Stainless Steel(SS) Rods provided in the basket shall be of combination of 5.5mm dia and 2.8 mm dia. rods
- 12.** Load carrying capacity of Telescopic / sliding channels of basket shall be of 45 kg .
- 14.** The finishes in the kitchen shall be made good with necessary painting if damaged /discoloured/ stained during fabrication or installation of modular kitchen.
- 15.** Telescopic channel rails shall be fitted to the carcass of cabinets / to the existing vertical kadappah supporting slab by providing and fixing marine ply wood planks/ hard wood planks of required thickness to the kadappah support using non-corrosive screws. Wood used in the work shall be first quality, properly seasoned, free from rots/ white and treated with approved quality anti-termite chemicals.

16. The dimensions shown in the drawings are tentative and may vary slightly at site according to site conditions. The entire joinery and fixing shall be customized to the site requirement and carried out in a highly professional manner. Additional supports as required at site may be provided for proper fixity/ rigidly of the entire cabinet. Suitable arrangements may be made for fixing of the slides/ hinges etc. No extra payment shall be considered after award of work.

17. Gap between modular unit and existing vertical kadappah slab shall be filled with marine ply wood/ hard wood planks of required thickness and painted with synthetic enamel paint with primer and finished smoothly.

SAMPLES FOR APPROVAL

Contractor, before supply of material should show the samples of all the materials to the bank and get it approved.

SAFETY CODE

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

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

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

Every opening in the floor of a building or in a working platform 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.

Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.

Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.

All workers shall be provided with helmet, Safety Shoes and Safety belts.

- I/We accept to abide by the above scope of work & technical specifications.

Date :

Signature of tenderer

Place :

Name, Address & Seal

F. LIST OF APPROVED MAKE OF MATERIALS / TRADE.

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.
2. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Employer / Architect. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

SI No	Material	Brand
1	MARINE PLYWOOD	CENTURY PLYWOOD, KITPLY – KIT GOLD, ANCHOR, WESTERN INDIA PLYWOODS, GREENPLY, AEON EQUIVALENT APPROVED BY NABARD
2	LAMINATE	GREENLAM, MERINO, EQUIVALENT APPROVED BY NABARD
2	SYNTHETIC RESIN	FEVICOL, ARALDATE, VAMICOL
3	304 GRADE S.S. FITTINGS/ACCESSORIES	HETTICH, EBCO, HAFELE, SLEEK, SAI ANY OTHER EQUIVALENT APPROVED BY NABARD

VIRTUAL COMPLETION CERTIFICATE

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

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

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

Signature of the Contractor :

Place :

Date :

Name :

Address :

Seal :

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, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and *M/s* (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at, *Mumbai* of the other part.

WHEREAS the Employer is desirous of getting executed the work of “Supply, installation and commissioning of pre-fabricated(factory made) Modular Kitchen Units with Electrical Chimney and accessories in NABARD Senior Officers' Flats at KVS, Dadar(W), Mumbai ” 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 Supply, installation and commissioning of pre-fabricated(factory made) Modular Kitchen Units with Electrical Chimney and accessories in NABARD Senior Officers' Flats, KVS, Dadar(W), Mumbai" 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 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 3 months starting from the 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 Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.

10. That the 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 Bidder

(Name, Signature & Designation)

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

INDEMNITY BOND

Annexure D

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 M/s having their registered office at Mumbai – 400 on this day of 2016.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to “Tender for Supply, installation and commissioning of pre-fabricated(factory made) Modular Kitchen Units with Electrical Chimney and accessories in NABARD Senior Officers' Flats, KVS, Dadar(W), Mumbai ”.

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

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,

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.

any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s *has set their hands on thisday of*

SIGNED AND DELIVERED BY THE AFORESAID M/s through their authorized representative (Shri).

IN THE PRESENCE OF WITNESSES :

Signature

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