



परिसर, सुरक्षा और अधिप्राप्ति विभाग
DEPARTMENT OF PREMISES, SECURITY AND PROCUREMENT

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

नाबार्ड हरियाणा क्षेत्रीय कार्यालय, चंडीगढ़ की एनेक्सी बिल्डिंग की बाहरी और आंतरिक पेंटिंग के लिए ई -निविदा

**E-Tender for External and Internal Repainting of Annexe Building of
NABARD Haryana RO, Chandigarh**

NIT No.NB.Har.DPSP/1236/ DPSP-67/ Repairs/2023-24 dated 08 Feb 2024

Date of Issue of Tender: **08 February 2024**

Date of Pre-bid meeting: **15 February 2024**

Last date for submission of E- Bid: **29 February 2024**

Opening of Technical Bid: **29 February 2024**

Chief General Manager

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

हरियाणा क्षेत्रीय कार्यालय, सेक्टर 34 A, चंडीगढ़ 160022

Haryana Regional Office, Sector 34 A, Chandigarh 160022

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Important Definitions

1. "NABARD" means National Bank for Agriculture and Rural Development.
2. "The Bank" means NABARD, Haryana Regional Office, Chandigarh.
3. "Recipient", "Respondent", "Agency", "Contractor", "Applicant" and "Bidder" means respondent to the Tender Document.
4. "RO" means Haryana, Regional Office.
5. Selected Bidder and Bank shall be individually referred to as "Party" and collectively as "Parties".
6. "Bid", "Offer" means response to this Tender Document.
7. "Tenderer" or "Contractor" shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. "Contract Price" shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. "Appellant Authority" shall mean the Chief General Manager, Head Office of the Bank (the Employer), who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
11. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
12. "Drawing" shall mean all drawings and/or design drawings of the installations and manual of operation of various equipment or any such reference for operation and maintenance furnished by the tenderer/sketches duly signed by the authorised Bank Officer or the Consultant on behalf of the employer during the progress of the work.
13. "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Haryana Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Haryana RO, Chandigarh to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for External and Internal Repainting of Annexe Building of NABARD Haryana RO.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

Notice Inviting Tender/ निविदा आमंत्रण सूचना

NIT No.NB.Har.DPSP/1236/ DPSP-67/ Repairs/2023-24
To

dated 08 Feb 2024

Bidders on CPPP portal & NABARD website- for External and Internal Repainting of Annexe Building of NABARD Haryana RO

नाबार्ड हरियाणा आरओ की एनेक्सी बिल्डिंग की बाहरी और आंतरिक पेंटिंग के लिए सीपीपीपी पोर्टल और नाबार्ड वेबसाइट पर बोलीकर्ता

Madam/ Sir
मैडम / सर

Notice Inviting Tender – External and Internal Repainting of Annexe Building of NABARD Haryana RO

निविदा आमंत्रण सूचना - नाबार्ड हरियाणा आरओ की एनेक्सी बिल्डिंग की बाहरी और आंतरिक पेंटिंग के लिए

1.1 Invitation for Bids/ बोलियों के लिए आमंत्रण

National Bank for Agriculture and Rural Development (NABARD) is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "The Bank") having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Haryana Regional Office at Plot no-3, Sector 34 A, Chandigarh.

A complete set of the Tender Document/Instructions for two bid system can be accessed online on Government CPPP portal and NABARD website. The tender document is available free of cost to the vendors registered on CPPP portal or accessing NABARD website. There is no need of submitting any EMD (Earnest Money Deposit) amount for MSE registered vendor/consultant/agency. As this is critical activity, the Startups (without meeting PQ criteria) are **not permitted** to participate in the tender process.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), नाबार्ड अधिनियम, 1981 के तहत स्थापित एक निगमित निकाय है (बाद में "बैंक" के रूप में संदर्भित) जिसका प्रधान कार्यालय प्लॉट नंबर सी-24, 'जी' ब्लॉक, -कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051 और हरियाणा क्षेत्रीय कार्यालय प्लॉट नंबर -3, सेक्टर 34 ए, चंडीगढ़ में स्थित है।

दो बोली प्रणाली के लिए निविदा दस्तावेज/निर्देशों का एक पूरा सेट सरकारी भारतीय CPPP पोर्टल एवम नाबार्ड वेबसाइट पर ऑनलाइन एक्सेस किया जा सकता है और यह निविदा दस्तावेज निःशुल्क उपलब्ध है। पंजीकृत MSE वेंडरों को ईएमडी (बयाना जमा) राशि जमा करने की कोई आवश्यकता नहीं है। स्टार्टअप (बिना PQ मानदंड पूरा किए), इस क्रिटिकल कार्य टेंडर में भाग नहीं ले सकते हैं।

1.2 Objectives of the Tender / निविदा के उद्देश्य

NABARD, Haryana Regional Office, Chandigarh intends to invite Techno - Financial Bids (Two Bid System) from bidders for External and Internal Repainting of Annexe Building of NABARD Haryana RO.

नाबार्ड, हरियाणा क्षेत्रीय कार्यालय की एनेक्सी बिल्डिंग की बाहरी और आंतरिक पेंटिंग के लिएके लिए बोलीदाताओं से तकनीकी-वित्तीय बोलियां (दो बोली प्रणाली) आमंत्रित करना चाहता है।

1.3 Tender Submission/ निविदा प्रस्तुत करना

The Bids are to be submitted **only** through e- Procurement System/ Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically in the e-tender document.

उपरोक्त निविदा के लिए विस्तृत तकनीकी विशिष्टताओं और अन्य आवश्यकताओं के अनुसार बोलियां केवल ई-प्रोक्योरमेंट सिस्टम/सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सीपीपीपी) (<https://eprocure.gov.in/eprocure/app>) के माध्यम से प्रस्तुत की

जानी हैं। विशेष रूप से ई-निविदा दस्तावेज़ में।

The e-tender will be available to the bidders /contractors on Central Public Procurement Portal and for download from **08 February 2024** and also on NABARD's website <https://www.nabard.org/> (for reference purpose only).

ई-टेंडर बोलीदाताओं/ठेकेदारों के लिए सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल पर और 08 February 2024 से डाउनलोड के लिए और नाबार्ड की वेबसाइट <https://www.nabard.org/> पर भी उपलब्ध होगा (केवल संदर्भ उद्देश्य के लिए)।

1.4 Contact Persons/ संपर्क करें:

Sh. Devinder Kumar, Assistant General Manager, 0172-5116833
श्री देविंदर कुमार, सहायक महाप्रबंधक, 0172-5116833

Sh. Rajat Verma, Manager, 0172-5116839
श्री रजत वर्मा, प्रबंधक; 0172-5116839

1.5 TENDER PROCESS SCHEDULE/ निविदा प्रक्रिया अनुसूची

S. No.	Activity	Date and Time
1	Date of Issue of Tender निविदा जारी करने की तिथि	08 February 2024
2	EMD amount बयाना जमा राशि MSE are exempted and proper document is to be submitted (To be submitted online and before submission of tender with details)	Rs. 80,000/- (Rs. Eighty thousand only) Name of the A/c Holder : National Bank for Agriculture and Rural Development Bank Name : NABARD Branch Name : Head Office, Mumbai IFSC : NBRD0000002 A/C No : NABADMN40
3	Last date for submission of the Bid बोली जमा करने की अंतिम तिथि	29 February 2024; 14:30 HRS
4	Date of Pre- Bid Meeting प्री-बिड मीटिंग की तिथि	15 February 2024; 11:30 HRS and will be held in Mini Meeting Room, 1st Floor, NABARD Haryana Regional office, Plot No. 03, Sector 34-A, Chandigarh 160022. The agencies may join us offline/online. The link will be sent to interested agencies through email. If nobody joins the meeting till 11:45 AM, it will be concluded that tender is clear to all agencies.
5	Date and Time of Opening of Technical & Price Bid तकनीकी और मूल्य बोली खोलने की तिथि और समय	29 February 2024; 15:00 HRS for technical bid and may be joined offline/online as they choose so. Date & time of opening of Price bid will be communicated later

Note:In case any mentioned date is holiday/Sunday, the next working date will be accepted as date of that activity except submission date.

After pre-bid meeting, the NABARD reserves the right to modify the complete tender. The price –bid document on CPPP may face technical issues, so NABARD reserves the right to revise the technical bid & price bid and also to include the clarifications of Pre-bid meeting. Hence, Bidders are advised to prepare the price-bid in Excel Sheet and upload the rates on the CPPP after pre-bid meeting. The pre-bid clarifications will be part of tender.

नोट: यदि किसी उल्लिखित तिथि को अवकाश/रविवार है, तो जमा करने की तिथि को छोड़कर अगले कार्य दिवस को उस गतिविधि की तिथि के रूप में स्वीकार किया जाएगा।

बोली-पूर्व बैठक के बाद, नाबार्ड के पास संपूर्ण निविदा को संशोधित करने का अधिकार सुरक्षित है। सीपीपीपी पर मूल्य-बोली दस्तावेज़ को तकनीकी समस्याओं का सामना करना पड़ सकता है, इसलिए नाबार्ड तकनीकी बोली और मूल्य बोली को संशोधित करने और पूर्व-बोली बैठक के स्पष्टीकरण को शामिल करने का अधिकार सुरक्षित रखता है। इसलिए, बोलीदाताओं को सलाह दी जाती है कि वे एक्सेल शीट में मूल्य-बोली तैयार करें और बोली-पूर्व बैठक के बाद दरों को सीपीपीपी पर अपलोड करें। बोली-पूर्व स्पष्टीकरण निविदा का हिस्सा होंगे।

Yours faithfully,
आपका विश्वासी

Sd/-

(रविन्द्र सिंह)
डीजीएम- डीपीएसपी
नाबार्ड, हरियाणा क्षेत्रीय कार्यालय, चंडीगढ़



FORM OF APPLICATION FOR SUBMITTING TENDER
(to be submitted on Consultant / agency / bidder's own letterhead)

निविदा प्रस्तुत करने के लिए आवेदन पत्र का प्रपत्र

(सलाहकार/ एजेंसी/ बोलीदाता के स्वयं के लेटरहेड पर प्रस्तुत किया जाना है)

Ref. No.
संदर्भ क्रमांक:

Date :
दिनांक :

मुख्य महाप्रबंधक
राष्ट्रीय कृषि और ग्रामीण विकास बैंक
हरियाणा क्षेत्रीय कार्यालय
प्लॉट नंबर 03, सेक्टर 34-ए
चंडीगढ़ - 160022

Dear Sir, प्रिय महोदय,

**E-Tender for External and Internal Repainting of Annexe Building of
NABARD Haryana RO, Chandigarh- NIT No. 1236/2023-24 dated 08 Feb 2024**

**नाबार्ड हरियाणा क्षेत्रीय कार्यालय, चंडीगढ़ की एनेक्सी बिल्डिंग की बाहरी और आंतरिक पेंटिंग के लिए ई –
निविदा- एनआईटी नं. 1236/2023-24 दिनांकित 08 Feb 2024**

1. With reference to your tender on eProcurement System of India, CPPP portal & NABARD website, I am / We are pleased to offer myself/ourselves to be prospective bidder for this work in your organization.

भारत की ई-प्रोक्योरमेंट प्रणाली, सीपीपीपी पोर्टल और नाबार्ड वेबसाइट पर आपके टेंडर के संदर्भ में, मैं/ हम सहर्ष सुक्त करते हैं कि आपके संगठन में उक्त काम के लिए संभावित बोलीदाता बनने का अनुरोध करते हैं।

2. I / We have read and understood the tender and Instructions/conditions appearing in the techno-financial bid/ tender . I/We understand that if any false information is detected at a later stage, any future contract made between me/ourselves and NABARD, on the basis of this false information given by me/us , will be treated as invalid by NABARD.

मैंने/ हमने तकनीकी-वित्तीय बोली/निविदा में प्रदर्शित निविदा और निर्देशों/ शर्तों को पढ़ और समझ लिया है. मैं/ हम समझते हैं कि यदि बाद में किसी भी गलत जानकारी का पता चलता है, तो मेरे/ हमारे द्वारा दी गई गलत जानकारी के आधार पर भविष्य में मेरे/ हमारे और नाबार्ड के बीच कोई भी करार किया जा सकता है, तो नाबार्ड द्वारा उसे अमान्य माना जाएगा।

3. I/We agree that the decision of NABARD, Haryana RO, Chandigarh in selection/shortlisting/empanelment/awarding will be final and binding on me/us.

मैं/ हम सहमत हैं कि चयन/ शॉर्टलिस्टिंग/ इम्पैनलमेंट/ अवार्ड करने में नाबार्ड, हरियाणा क्षेत्रीय कार्यालय, चंडीगढ़ का निर्णय अंतिम और मेरे/ हमारे लिए बाध्यकारी होगा।

4. **I have visited the sites before quoting the rates.** All the terms and conditions of the tender, have been accepted by us. We have not made any conditional offer.

मैंने रेट कोट करने से पहले साइटों का दौरा कर लिया है। निविदा के सभी नियम एवं शर्तें हमें स्वीकार हैं। हमने कोई सशर्त ऑफर नहीं किया है।

5. I/We, therefore, request you to kindly consider our bid/tender.

अतः, मैं/ हम आपसे अनुरोध करते हैं कि कृपया हमारी बोली/ निविदा पर विचार करें।

Thanking you

Yours faithfully,

भवदीय

(Signature of Authorised person on behalf of firm/agency/consultant / agency / bidder)
(फर्म/ एजेंसी/ सलाहकार/ एजेंसी/ बोलीदाता की ओर से अधिकृत व्यक्ति के हस्ताक्षर)

Submitted online documents – One Technical Bid and One Price/Financial Bid
ऑनलाइन जमा किए गए दस्तावेज़ - एक तकनीकी बोली और एक सीलबंद मूल्य/वित्तीय बोली



Section 01
TECHNICAL BID

A. Scope of Work under works of External and Internal Repainting of Annexe Building of NABARD Haryana RO, Chandigarh

A.1 Description of the Property

Office Building: Basement, ground floor, first floor and second floor in the Annexe Building of NABARD Haryana Regional Office at Plot No. 03, Sector 34 A, Chandigarh 160022. The building has two staircases (from basement to second floor), two lifts, basement, terrace, lift room, other common Areas and open area around the building (including the road and pavement area).

A.2 Completion Time Period of the Assigned work

The assigned work shall be completed within a period of **45 days** to be reckoned from the 07th day of date of award of work order. The extension of time period will be granted on the basis of genuine reasons, otherwise liquidated damage will be imposed. The Tenderers are advised to quote the rates with due statutory provisions as necessary, based on the scope of works and specification/ description of items as well as terms and conditions contained in the Tender Document. The quoted rates shall be inclusive of disposal of debris at the appropriate designated place of MC, Chandigarh.

PART B TERMS & CONDITIONS OF CONTRACT

General Condition of Contract

1. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

Employer: The term employer shall denote **NABARD** with their Haryana Regional Office at Plot no. 3A, Sector-34A, Chandigarh and any of its employees representative authorized on their behalf.

Contractor: The term contractor shall mean _____ (Name and address of the contractor) and his / their heirs, legal representatives , assigns & successors.

Site: The site shall mean the Office Building of NABARD Haryana Regional Office at Plot No. 03, Sector 34 A, Chandigarh 160022, as mentioned above in the description of property.

Bank Engineer/ Supervisor: Any Engineer/ Supervisor appointed from time to time by the NABARD shall act as Engineer for the said Contract at the said site.

Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the contractor will make them available to the employer / architect whenever necessary.

In case any detailed Working Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer / Architects as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

“The Works” shall mean the work or works to be executed or done under this contract.

“The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.

“Priced Schedule Of Quantities” shall mean the schedule of quantities duly priced and submitted through e-tendering with the accepted quoted rates of the contractor.

“Contract” shall mean the Articles of Agreement, the general conditions, special conditions, the appendix, the schedule of quantities, specifications and drawings etc. attached here to and duly signed.

‘Contract Price’ shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.

‘Notice in Writing’ or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

‘Virtual Completion’ shall mean the date on which work has been completed in the opinion of the Architect/ Employer fit for possession/ occupation.

“Date of commencement” shall be from one-week, from the date of issue work order to the contractor or day on which the contractor will take possession of site whichever is earlier

2. SCOPE OF WORK:

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 the Employer’ as mentioned in the BoQ and Technical Specifications. In case of absence of any specifications, the CPWD specifications will be applicable for that work.

3. TENDERERS SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions,

effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall include the cost of these items in the quoted rates like carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the employer or his agent / Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted and also **signed on the last page together with initials on every page**. Initial / signature will indicate the acceptance of the tender papers by the tenderer.

(Also see general rules and instructions for the guidance of Tenderers)

The schedule of quantities shall be filled in as follows:

- I. The “Rate” column to be legibly filled through e-tender .
- II. Amount column to be filled in for each item and the amount for each sub head as detailed in the “Schedule/ Bill Of Quantities”.
- III. The tentative quantities are mentioned in the tender and subject to variation. It is not mandatory for NABARD to execute the mentioned quantities. NABARD reserves the right to modify the mentioned quantities or deleting that item quantity.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize the contractor’s analysis. All corrections are to be initialed.

The works will be paid for as “measured work” on the basis of actual work done and not as “lumpsum” contract, unless otherwise specified. The mode of measurement (If not mentioned along with item description) will be as per CPWD specifications.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved,

directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer / Architects.

The employer has power to add to, omit from any work as described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of **three months** from the date of opening of the tender.

5. AGREEMENT

The successful contractor will be required to sign agreement in accordance with the draft agreement from enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto for the agreement. However, the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The Contractor shall conform to the provisions of the statutes relating to the works, and so to the regulation and bylaws of a local authority, and of any water, lighting and other companies on authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the Employer's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the Contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming to the provisions, regulations or bylaws in questions.

The Contractor shall bring to the attention of the Employer/Bank all notices required by the said acts, regulations or bylaws to be given to any Authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer/Bank.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer/Bank, before any such infringement and received their permission to proceed 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.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all **statutory taxes, GST, duties royalties, labour cess, works contract tax or any other taxes or local charges if applicable**. No extra claim on this account will in any case be entertained.

8. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works. The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labour (Regulation and Abolition) Act 1970.

9. QUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be considered to be approximate and subject to variation. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering 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 things necessary for the completion of the works.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

11. Interest Free EARNEST MONEY AND SECURITY DEPOSITS

The EMD will be of Rs.80,000/- (Rupees Eighty thousand only) (2% of estimated amount of Rs.40.00 lakhs) which may be submitted NABARD current account through NEFT at the time of tender submission. The EMD of unsuccessful bidders will be refunded.

The Employer will retain 5 % as RMD from each bill and EMD will also be adjusted towards RMD in final bill. An amount of Rs. 00.50 lakhs will be retained from the total RMD amount, for additional four years towards exterior anti carbonation paint works after one year of defect liability period. Balance RMD will be refunded after defect liability period.

No mobilization advance will be given by NABARD, so necessary financial resources will be mobilized by agency/contractors.

Validity of submitted tender will of 03 months and accepted rates will remain same for next 12 months or completion time whichever is later. The work will be awarded on the basis of Least Cost System (LCS) and Integrity pact will be part of tender.

In case, two bidders have quoted the equal/same tender amount, both will be given the opportunity to given further rebate (in sealed envelope as directed later) on the quoted price for deciding about the L-1 agency.

The Bank/NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/ bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by the Bank. If required, the Bank may call written clarification from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by the Bank within a stipulated time. The Bank reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work 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 provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing , refer the same to the Employer / Architects whose decision shall be final and binding.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the work order, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same. The assigned work shall be completed within a period of **45 days** to be reckoned from the 07th day of date of award of work order.

The internal painting works in the building are to be carried out only during after-office hours, i.e. either Saturday, Sunday and Holidays (except 26 January, 15th August and 02nd October) OR before and after the office hours of the Bank on working days..

On or before the 'Day of Completion ' stated in the Architect letter subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Employer/ Bank the works be delayed:

By force majeure or

By reason of any exceptionally inclement weather or

- a. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default or
- b. By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Bank and not referred in the Schedule of Quantities and / or specifications or
- c. By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- d. In consequence of the Contractor not having in due time, necessary instructions from the Employer/ Bank for which he shall have specifically applied in writing ahead of time, giving the Employer/ Bank reasonable time to prepare such instructions, the Employer/ Bank shall 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 as soon as possible, give written notice thereof the Employer/ Bank, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the Employer/ Bank to proceed with the work.

The Contractor on starting the works shall furnish to the Employer/ Bank a PERT / CPM Programme/Bar chart for carrying out the work stage in the stipulated time fore the approval of Employer/ Bank and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by Contractor a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the Employer/ Bank within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall Adhere to the approved program and arrange for the materials etc accordingly. Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Bank/ Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

14. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer / Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at rate of Rs. 50/- for each day of delay subject to maximum of 1% of the contract value (without extra items).

15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Bank written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Bank written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Bank on receipt of such intimation, shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

16. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer / Bank, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer / Bank at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of

concrete cube), transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Employer / Bank when so directed and written approval from Employer / Bank must be obtained prior to placement of order.

Any damage (during constructions) to any part of the work for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

17. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Bank are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Architects shall be done by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials.

18. SITE ENGINEER

Employer/Bank (i.e. NABARD) will designate Bank Engineer for this work. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. The Employer's representative shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Bank / Employer.

The Employer Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the Employer/Bank is obtained, the work will from time to time be examined by the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Bank/ Employer.

19. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer / Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers' on the work as far as possible. No laborers below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The payment of Wages Act.

- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules 1971
- e) Apprentices Act 1961
- f) Minimum Wages Act
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers' are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the laborers' engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

20. DISMISAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

21. ASSIGNMENT

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 underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

22. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alias, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The original insurance policy will be with NABARD which will be jointly in the name of the Employer and contractor and the duplicate will be with the contractor. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the **CAR (Contractors All Risk Policy)** for insurance equal to the **1.25 times amount of issued work order** for this work in the joint name of NABARD & Contractor. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

23. MEASUREMENTS

Before taking any measurement of any work the contractor/ its representative deputed by him shall give reasonable notice to the employer. The mode of measurement will depend upon the unit and method mentioned in the Schedule of Quantities. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by Bank/ Employer, the measurements will be considered final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer/ Bank 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 honoring certificates named in these documents.

24. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer's / Architects. The payment will be made for **One Running/ Interim Bill** and **One Final Bill only**.

The Running/ Interim Bill shall be prepared after completion of 70% works, which will be settled in one-month period from date of receipt of bill with necessary documents.

The final bill shall be submitted by the contractor to the Bank within one week of the date fixed for completion of the work and the bill will be settled in a two-month period. The contractor has to submit the virtual completion certificate as well as "No Claim Certificate".

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 honoring 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.

Final Payment

The final bill shall be accompanied by a certificate of completion from the Employer / Bank. 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 / **Bank's** certificate that the contractor has rectified all defects (if any) to the satisfaction of the Employer / Architects. 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.

25. VARIATION / DEVIATION

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer / Bank can increase or decrease any quantities to any extent or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads plus applicable GST.

26. SUBSTITUTION

Substitution is generally not allowed, in case of exception it will be permitted after the approval of the Employer / Architects in writing for any such substitution well in advance. Materials designated in this specification shall be preferred first and in case of non-availability those mentioned in BoQ the substitution by "Equal" or "Other approved" etc. needs approval of the Employer / Architect in writing.

27. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

28. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within 12 months after virtual completion date. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained

under RMD (Retention Money Deposit) with any expenses the Employer may have incurred in connection therewith.

The contractor will provide the 05 year warranty on Anti-carbonation Exterior Paint works against 'Film integrity, flaking and peeling, blistering, splits, tears, cracks, or shows evidence of excessive weathering due to defective material' on a Rs.200/- non judicial stamp paper.

29. CONCEALED WORK

The contractor shall give due notice to the Employer/Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.



30. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

31. SUSPENSION OF WORKS

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause – 'Termination of Contract by Employer'.

32. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear das notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell 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 contractors or other persons or person 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 contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

33. ARBITRATION

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.

In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Chandigarh.

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.

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.



TERMS and CONDITIONS

1. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer /Bank from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /Bank. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as GST , Royalties, duties, excise, turnover tax, GST on works contract, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India. The quotes rates shall be inclusive of cost of debris disposal at designated place of MC, Chandigarh.

The rates quoted in the tender should include all charges for:

- a. Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc
- b. Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c. Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.

2. SITE SUPERVISION

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment may be consulted with Employer / Bank. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

The contractor has to ensure site inspection(s) by the technical person/representative of the concerned paint manufacturer during the execution of exterior anti-carbonation works.

The good quality workmanship has to be ensured.

3. MATERIALS AND WORKMANSHIP

The contractor under this contract binds himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of the employer / technical representative of paint manufacturer regarding the quality/standard of workmanship shall be final and binding on the contractor.

4. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the CPM/PERT/BAR chart charges for Bank's approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the programme of works as per CPM/PERT/BAR charts showing the proportionate progress of work.

5. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the Employer / Architect before placing order / purchase / procurement. They shall conform to BIS codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer / Architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant BIS code as and wherever applicable.

6. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to look after his materials, stores equipments etc.

7. RATES

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initiated by the contractor. In case of **discrepancy** between figures and the words mentioned by the contractor, the rate will be calculated by dividing the total amount with the quantity, and the calculated rate will be compared with the rates mentioned in figures or words in the tender. If the calculated rate doesn't match with either of these mentioned rates, then the rate quoted in words shall be taken as correct one (if applicable for e-tender). All quoted rates should be inclusive of GST, cess & tax on works contract. Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as required and directed by the Employer/Bank.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

8. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and / or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules :

- a. The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.
- b. The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof
- c. Where 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 work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Bank/Architect the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank/Architect shall fix such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.
- d. Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Architect/ Bank, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or with in three months of the completion of the contract works as defined under clause no 16 & 17 as well as Certificate of Virtual Completion.

9. EXTRA ITEMS RATES

The work or extra items shall be started only after the approval of extra items rates by Bank/ Employer. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost plus 15 % for profit plus applicable GST.

10. FAILURE BY CONTRACTOR COMPLY WITH EMPLOYER'S INSTRUCTIONS

If the contractor after receipt of written notice from the employer/ bank requiring compliance with such further drawings or instructions, fails within seven days to comply with the same, the Employer / Bank may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall

be recoverable from the contractors by the Employer as a debit or may be deducted by him from any money due or which become due to the Contractors.

11. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

- a. The contractor shall furnish the Employer / Architect the following:
- b. Detailed industrial statistics regarding the labor employed by him etc
- c. The Power of Attorney, name and signature of his authorized representative who will be in charges for the execution of work
- d. The list of technically qualified persons employed by him for the execution of this work.
- e. The total quantity and quality of materials used for the works.
- f. The list of plant and machinery employed for this work.

12. EMPLOYER/ BANK'S DELAY IN PROGRESS

The Employer/ Bank may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

13. CERTIFICATE AND PAYMENTS

The contractor shall be paid by the Employer from time to time, by installments to the contractor on account of the works executed by the contractor when in the opinion of the Bank/ Employer, work to the approximate value, named in the Appendix as 'Value of work for interim Certificates' (or less at the reasonable discretion of the Employer / Architect) has been executed in accordance with this contract, subject however, to a retention of the percentage of such value need in the Appendix hereto mentioned as 'retention percentage for interim Certificates' until the total amount retained shall reach the sum named in the appendix as Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work. And when the works have been virtually completed and the Bank/ Employer shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the Bank/ Employer the sum of money named in the Appendix after satisfying themselves as 'Installment after Virtual Completion ' being a part of the said 'Total Retention Money'.

The Contractor shall be entitled to the payment of the final balance in accordance with the final Certificate to be issued in writing by the Bank/ Employer at the expiration of the period refer to as ' The Defect Liability Period' in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defect made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Bank/ Employer of any certificate during the progress of the works or after the completion shall not relieve the

Contract from his liabilities in cases of fraud , dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination world have disclosed.

14. DELAYED PAYMENTS

Any amounts payable by the Employer to the contractor, if not paid within the ‘Period of honoring of Certificate’ no interest will be paid by the Employer.

15. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any ‘Act of God’ Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

16. INCOME-TAX AND WORKS CONTRACT TAX

Income Tax and Works Contract Tax shall be deducted at source by the client from the contractor’ interim and final bill payments as per Statutory Regulations.

17. SITE MEETINGS

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / bank to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

18. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect.

19. REPORTING OF ACCIDENT TO

The contractor shall be responsible for the safety of persons employed by him on the works and shall reports serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

20. TYPOGRAPHICAL CLERICAL ERRORS

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

21. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repaid or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

22. SPECIAL CONDITIONS OF CONTRACT

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.



Detailed Proforma for PQ Criteria

PART-I- BASIC INFORMATION

Sl. No.	Particulars	Bidder's/Contractor Response
1	Name of the organization/ Firm and address of Registered office	
2	Year of Establishment	
3	Type of Organization (like Sole Proprietorship, Partnership, private limited company, Public limited company, co-operative society etc.) - (Attach Certificate of Incorporation)	
4	Name of the Proprietor/Partners/Directors in the organization	1. 2. 3.
5	Details of Registration a) Whether registered as partnership firm or company etc. b) Name of Registering Authority c) Registration No. d) Date of Registration	a) b) c) d)
6	Whether registered/ empaneled for similar works with a) Government / Semi-Government / Municipal Authority / Public Organization /reputed Private corporate company / Bank/ Autonomous bodies of Govt. (Yes/No) b) If Yes, name of authority; and c) Since When	a) b) c)
7	Details of experience in the field of civil work as on 31.12.2023	No of Years-

8	<p>a) Address of the existing office through which the proposed work of the bank will be handled; and</p> <p>b) Name and Designation of Officer-in-charge</p>	<p>a)</p> <p>b)</p>
9	Name and Full address of the Bank/Bankers, Bank Code, IFSC code, Type of Account & Account no.	
10	<p>Yearly turnover of the organization for the last 3 years ending 31st March 2023</p> <p>(Please, enclose copy of Audited Final Accounts in support.)</p>	
	Financial Year 2020-21	
	Financial Year 2021-22	
	Financial Year 2022-23	
11	a) Registered Office address and Telephone number of the bidder	
	b) Office address through which the work will be handled	
12	Whether working with any of the Govt./Semi Govt. Undertaking/s etc. as approved/registered/empanelled contractors for similar works and if so, furnish details as per PQ criteria	
13	<p>a) Indicate if involved in any litigation, arbitration or any civil suits pending in any of the works executed during last 05 years/being executed.</p> <p>b) If yes, please furnish the name of the project, employer, nature of work, work order and date, contract value, present stage of work and brief details of litigation. Attach a separate sheet if required.</p>	
14	<p>Kindly mention if your firm/agency/company is blacklisted/ debarred by NABARD mention the relevant details.</p> <p>Also, the details of re-empanelment by NABARD of the previously debarred/blacklisted firm, if any</p>	

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

a) Latest Income Tax Clearance Certificate

b) Audited Balance Sheets and Profit & Loss Account for the past three years

Signature of the applicant

(with seal)

Address :



PART II - Details of PQ Criteria

S.No	Criteria	Qualification	Supporting Documents to be uploaded
1	The bidder should have minimum experience of similar (civil) works of 7 years	Having experience of similar works during the last 07 years ending on 31 Dec 2023. Agencies with date of registration prior to 01 Jan 2017 are only eligible for participation.	Copies of registration or formation of firm shall be uploaded.
2	Annual turnover during each of the three years ending 31 March 2023	Not less than Rs. 12.00 lakhs	Copies of Audited Account Statements (Balance Sheets with Profit and Loss A/c)- 2020-21, 2021-22, 2022-23 may be uploaded

3	Contractors/Agencies should be registered/empaneled with any Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Reputed Corporate Sector Company /Banks	Agency/ contractor shall be empaneled / registered with any of these institutions like GST no., ROC certification etc.	Copy of registration / empanelment may be uploaded
4	Value of Works (Individual work order will be considered) done at least in last 03 years (ending in March 2023)	<p>Three works of the nature similar to details mentioned at Sr No 1 above of each work order value not less than Rs 16.00 lakh</p> <p>Or</p> <p>Two works of the nature similar to details mentioned at Sr No 1 above of each work order value not less than Rs 20.00 lakh</p> <p>Or</p> <p>One work of the nature similar to details mentioned at Sr No 1 above of work order value not less than Rs 32.00 lakh</p>	Copies of work Orders / Agreements and Completion/ Performance Certificate are to be uploaded
5	Nature of Clients for on-going /existing works	At least one of the on-going / existing work order with a Government Department / Organization/ PSU/ Bank/ Reputed private corporate company/ Corporation	Copy of the work Order for on-going works may be provided.

7	Registration with Govt. departments / Institutions	Copies of registration with Registrar of companies (ROC)/ Certificate of Incorporation/GST Registration Form / Tax authorities (PAN CARD)	Copy of documents for the firm may be uploaded
8	Current/Saving Bank A/c in Commercial/ Co-operative / Regional Rural Bank	Details of Bank A/c may be given	Copy of details of bank A/c details and cancelled cheque may be uploaded



PART B
TECHNICAL SPECIFICATIONS OF WORKS

1.0 General:

- i. All work shall be done strictly according to the items described in the schedule of quantities & rates and as per latest applicable CPWD specifications or latest BIS Codes. In the event of any item not finding a place in C.P.W.D. specification or in BIS codes, the matter shall be referred to and decided by NABARD. The decision of NABARD shall be final regarding the specifications to be adopted. All Standards, codes, Technical Specifications, Codes of Practice referred to shall be of the latest editions including all applicable official amendments and revisions whether such reference has been made or not.
- ii. Testing of materials / works shall be carried out as per latest CPWD specification / BIS codes from approved test laboratory. The contractor shall carry out all such tests at his own cost & time. The nos. of samples to be submitted for testing and the frequency of testing shall be as specified in the specifications / standards or codes.
- iii. All the works shall be carried out in accordance with drawings, specifications, description of item in schedule of quantities or as per the direction of NABARD to their full satisfaction. If the substitution of any approved / specified material and make, due to its non – availability, with an alternative one, becomes necessary, the agency must get specific approval of the same before placing order for purchase of materials.
- iv. Providing and operating necessary measuring and testing devices and materials are included in the Contractor's scope of work. The quoted price shall be inclusive of the cost of all such tests, which are required to ensure achievement of specified quality. No separate payment for testing shall be made.
- v. All finished work must be truly vertical & horizontal or in any other plane as specified. The rates quoted by the agency must include the cost for taking necessary measures to achieve it.
- vi. Any scaffolding used shall be of double vertical supports and no portion of scaffolding shall touch the wall surface.
- vii. The workmanship is to be the best available and of a high standard. Use must be made of special trades men in all aspects of the work and allowance must be made in the rates for so doing. Contractor shall maintain uniform quality and consistency in workmanship throughout.
- viii. Any work not conforming *to* specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost to the employer.
- ix. Rates quoted *for* the items shall be valid for carrying out the item of work at any and / or all floor heights.

2. DETAIL SPECIFICATION

Painting :

The work of painting, colour washing shall be done according to IS : 2395 (1966) and 1477 (1959) and shall be to the entire satisfaction of the Engineer.

Exterior painting :

The surface shall be prepared as directed and by removing any existing fungus or mould growth shall be completely removed by thoroughly scraping and rubbing down with water jet, bristle/scrap with brush and sand paper then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle brush to remove any dust particles 24 hours after the wash. All the cracks shall be properly defined with sharp edge tool, cleaned & filled the same & crevices with Latex caulking crack filler etc. complete generally or as per the manufacturer's specification and as directed.

With Anti-carbonation Exterior Paint:

Preparation : The ready mixed elastomeric acrylic waterproof paint shall be prepared strictly according to the manufacturer's specification.

Application of Painting : The painting shall be carried out as follows :

1. (i) Apply one coat of specified primer (FOR NEW WORK) of approved quality , as required for patch plastering or area of putty etc.
- (ii) Apply 1st coat of exterior paint as per manufacturer's specification. The shade of the first coat shall always be one or two tone lighter than the final shade which would be achieved.. After allowing the first coat to dry, the excessive air holes, indentations, cracks etc. should be made up with putty to yield uniform plain surface.
- (iii) After overnight drying (or 6 to 8 hour as per manufacturer's specifications) and light sand papering of surface, apply second coat of exterior paint of final approved shade.
- (iv) If directed by the Engineer, additional coat of paint should be given to bring the surface to uniform shade and tone at no extra cost and to achieve the desired dry film thickness of 110 micron or more.

Painting for Interior surfaces :

(A) Acrylic Paint- Interior Premium Emulsion: The paint shall be of approved manufacturer and shade.

- (i) **Preparation of surfaces :** The paint shall be prepared according to the instructions and as directed. In addition, before application of primer coat the surface shall be cleaned with water and allowed to dry, if required in case of patch plastering and application of putty etc.
- (ii) **Preparation of paint :** The paint shall be prepared strictly according to the manufacturer's instructions and specifications.

(iii) **Application of paint :**

(a) Before application of primer coat (for NEW WORK), the surface shall be thoroughly dusted and then a coat of approved primer shall be applied. After allowing the surface to dry, the surface shall be sand papered lightly and indentations, unevenness etc. shall be made up by giving a coat of putty to obtain a uniform and plain surface.

(b) First coat of Acrylic Paint- Interior Premium Emulsion of approved brand and shade or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.

(c) After allowing the surface to dry for a minimum period of 18 hours, light sand papering and touching up uneven spots with putty, second coat of Acrylic Paint- Interior Premium Emulsion shall be applied. This coat may be of final shade where two coats of oil bound distemper is specified. Where painting is specified to be in three coats, the shade of paint of the second coat may be one tone lighter than the final shade. The third coat where specified shall be of final approved shade. The final coat of oil bound distemper shall always be finished by using rollers to obviate brush marks.

Synthetic Enamel painting to steel works/ doors :

a. The work shall generally be carried out as per relevant BIS Code/CPWD specifications wherever applicable and as directed by the Engineer. The painting work has to be done by using compressor and spraying system at the site.

b. The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scraping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.

c. Apply a coat of anti-corrosive metal primer of approved make, if required.

d. Apply a coat of putty to make the surface even and uniform.

e. Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.

f. Apply finishing coat of approved shade as directed.

4. Painting C.I. G.I. Asbestos etc., pipes and fittings :

Paints : Paints, unless otherwise specified, shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any approved suitable metallic primer ready mixed and of approved manufacture, if required.

(a)

Preparation of surfaces : All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface if wet, shall be sun dried.

(b)

Application: After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.

When the primer coat has dried up and before any moisture, dirt, dust etc. settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done with brushes and the paint shall be spread evenly. The surface shall be given two or more coats and shall finally present a uniform appearance.

Scaffolding for painting: Unless otherwise instructed by the Engineer, single scaffolding having one sets of vertical supports of bamboo (or props, if required) shall be provided for repair work. The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed. Suitable double nylon net with a mesh size of 25mm shall be provided at 4 M. height from the ground level around the buildings upto minimum 3 M. from the edge of the building in all sides to catch any falling objects causing accidents and offer protection to vehicles parked and people around.

The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible.

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting.

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.



Section C

Safety Code

1. As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.
2. The Contractor shall maintain in a readily accessible place **first-aid** appliances including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc by persons deployed by Contractor are strictly prohibited in the building premises.
4. The Contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training on fire-fighting, will not be paid by NABARD.
5. The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.
6. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.
7. A penalty of Rs. 100/- (Rupees. One Hundred only) shall be levied for violation of safety norms. A penalty of Rs. 200/- (Rupees Two Hundred only) shall be levied if violation is repeated.
8. Penal action will also be taken if the Contractor's workmen do not wear proper uniforms/dress and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank's establishments, its officers, employees or any other contractual staff at the site.
9. The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.
10. An adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher.

11. Safety precautions of portable electrical appliances

Precautions in handling of portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to safety of personnel and property.

- a) Broken sockets/pin plugs/loose connections

These conditions cause sparking leading to fault conditions or electric shock situations. Wire shall not be directly inserted in sockets, as an earthy lead on phase socket can give a shock to operator.

- b) Polarity of phase/phase, neutral and earth

Certain appliance such as poroscopes may give violent electric shock during work if polarity conditions are not satisfied.

c) Joints in flexible cables

Usage of portable appliance is that electrical and physical integrity of a joint may be suddenly affected, leading to severe sparking and fire if combustible or flammable materials are at the joint. Perhaps this may not be noticed by operator at all. For this and similar reasons, joints in cables of portable appliances are not permitted at all.

d) Appliance body grounding and system grounding

In the absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase or body fault during usage. Further, all earth pin socket must have low impedance and mechanically firm earthing according to Indian Electricity Rules so that safety is assured to operator even under such fault conditions.

e) Water leakages

Water reduces efficacy of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation. Switches in chronic leakage areas should preferably be de-energised until rectification action and contractors must apprise Premises Department.

f) Excavation/Additions/Alterations of building etc.

During excavations, alterations of buildings etc. every care shall be taken that electric shock or damage to cables, etc. are avoided. De-energisation of circuits must be considered.

Declaration by the Contractor:

We / I have read and understood the Safety code for the said contract and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Signature:

Place:

Date :

Name and Seal:

ARTICLE OF AGREEMENT

Annexure-1

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

THIS AGREEMENT is made at Chandigarh on this _____ day of 2024.

BETWEEN

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act,1981 having its Haryana Regional Office, Plot- 3, Sector-34 A, Chandigarh, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **ONE PART**.

And

M/s _____ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act/_____ with registration number _____ having its registered office at _____ hereinafter referred to as the ‘Contractor’ (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

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

WHEREAS

- (1) NABARD Haryana Regional Office Chandigarh, being desirous of awarding the works relating to - “**External and Internal Repainting of Annexe Building of NABARD Haryana RO, Chandigarh**” (hereinafter referred to “**the said works**” of its premises at office building and residential colonies (hereinafter collectively referred to as **the said premises**” had vide its letter **no1236/ DPSP-67/ Repairs/2023-24 dated 08 Feb 2024** issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is given as Section 1 of this Tender and to be read as part and parcel of this Agreement.
- (2) The Contractor had, vide its letter dated _____ 2024 submitted its Tender for undertaking the said works at the said Premises.
- (3) NABARD, vide this letter of Intent No _____ Dated _____ 2024, had selected the Contractor for carrying out the said works at the said Premises.
- (4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works as per tender terms & conditions at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contractor shall commence work from 7th day of award of work . NABARD shall agreed to pay according to tender amount of consideration of **Rs _____ for the said work** to the contractor for carrying out the said works in the said Premises as per the details given in the Tender. The rate will remain fixed throughout the entire period of contract and is inclusive

- of all costs such as GST, insurance, taxes, duties, levies, labour cess, transportation, debris disposal etc.
2. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
 3. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
 4. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
 5. This Agreement and documents mentioned herein shall form the basis of this contract.
 6. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site and for achieving the desired performance in treating the specified quantity of sewage, at the rate contained in the Schedule of Rates or as provided in the said conditions.
 7. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
 8. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
 9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within the time period prescribed in the tender reckoned from the date of commencement of the work subject nevertheless to the provision for extension of time.
 10. All payments by the Employer under this contract will be made only in Chandigarh
 11. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
 12. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
 13. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand. To NABARD or any other authority under law.
 14. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part or its staff and its employees etc. if NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such

- loss or damage. NABARD shall have further right to adjust and/ or deduct any of the amounts as aforesaid from the payments due to the Contractor under this Contract.
15. The Contractor will have to deposit an EMD / initial security amount of Rs. 80,000/- (Rupees Eighty thousand) for in the form of NEFT/ RTGS from a Commercial Bank covering the period of this Agreement. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.
 16. In case of breach of any terms and conditions of this Agreement or refusal of accepting the work order, the Performance/ initial Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
 17. In case, the Contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
 18. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
 19. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
 20. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
 21. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice to improve his services. If the Contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the Contractor fails to Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till date of termination this Agreement.

22. Resolution of Disputes

- 1.0 This Agreement shall be governed by and construed in accordance with the laws of India.
- 1.1 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 1.2 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Chandigarh.
- 1.3 The language of arbitration shall be English.

- 1.4 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- 1.5 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
- 1.6 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.
- 1.7 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 1.8 The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the..... day,month and..... year first herein above written.

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

Signature Clause

SIGNED AND DELIVERED by the
National Bank for Agriculture and
Rural Development by the hand of

Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

SIGNED & DELIVERED by

(Authorised person of bidder)

If the bidder is a partnership firm

or an individual

should be signed by all or on

behalf of all the partners.

in the presence of :



The COMMON SEAL OF:

was hereunto affixed pursuant to the resolutions

passed by its Board of Directors at the meeting

held on:

Directors who have signed these

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

SIGNED AND DELIVERED by the Bidder

If the bidder is signing by the

by the hand of Shri.....

Or authorised by Power of Attorney,

Whether a company or an

Individual.

Duly Constituted Attorney.

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address



Annexure 2-Details of EMD along tender & Tender Cost Deposited

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



Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY’S / FIRM’S LETTER HEAD)

Ref No:

Date: __/__/2024

To

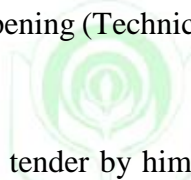
The Chief General Manager
Haryana RO, Sector 34 A, Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name.....

This has reference to your above e-tender (CPPP) having number **1236/DPSP-67/Repairs/2023-24 dated 08 Feb 2024**. Mr./Mrs./Miss _____ is hereby authorized to submit the tender , participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization.



We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company until tendering process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.



PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the Contractors for effecting payments

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

Signature

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

INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of M/sdo hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Haryana Regional Office at Plot-3, Sector-34 A, Chandigarh – 160022 and M/s..... having their office at on this day of..... **2024.**

WHEREAS NABARD have appointed M/s.....as the Contractor for their Proposed Service Work relating to " External and Internal Repainting of Annexe Building of NABARD Haryana RO, Chandigarh”.

THIS DEED WITNESSETH AS FOLLOWS :-

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

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

IN WITNESS WHEREOF THE M/shas set his/their hands on thisday of 2024.

SIGNED AND DELIVERED BY THE AFORESAID for M/s.....

Name of Signatory

IN THE PRESENCE OF WITNESS :

(1)

(2)

Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as
“The Principal”

And

..... hereinafter referred to as

“The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 1 – Disqualification from tender process and exclusion from future contracts

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

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 1, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 1, or if the Principal is entitled to terminate the contract according to Section 1, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is :

Shri Sanjay Kumar Panda, IAS (Retd.)
515, Ward N.03, Sideshwar Sahi
Cuttack City, Cuttack District
Odisha 753008

Email id: sanjaypandaias@gmail.com
Mobile: 8527661800

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and

documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

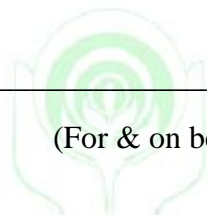
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Regional Office of the Principal, i.e. Chandigarh .
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)



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

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

PERFORMANCE UNDERTAKING FROM THE CONTRACTOR
(On a Rs 200/- Non- Judicial stamp paper)

The Chief General Manager
National Bank for Agriculture and Rural Development,
Haryana Regional Office
Plot No. 03, Sector 34 A
Chandigarh 16022

WHEREAS

1. National Bank for Agriculture and Rural Development (NABARD) is **desirous of getting the work of 'External and Internal Repainting of Annexe Building of NABARD Haryana RO, Chandigarh'** (hereinafter referred to as "the said Buildings") and for that purpose invited tenders.
2. Pursuant to the acceptance by NABARD of the _____ **dated** _____ **2024** submitted by us i.e. **M/s** _____, NABARD has issued Work Order bearing **W.O. No.** _____ **dated** _____ **2024** (hereinafter referred to as "the said order")
3. It is of the said order that works of **External and Internal Repainting of Annexe Building of NABARD Haryana RO, Chandigarh at Plot No.03, Sector 34 A, Chandigarh 160022** (hereinafter referred to as the said **exterior painting works**) has be carried out as per the tender specifications.
4. It is one of the terms of the said order we shall furnish to NABARD a performance undertaking against any defect which may arise in a **period of five years** from the date of virtual completion pertaining to both the **materials and workmanship** in respect of the said **exterior painting works** and which performance undertaking shall be signed by **M/s** _____ and which shall be valid for a duration of **05 years** from the **date of virtual completion** of the said water proofing works.

NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT:

1. We have carried out the said works. We have read and understood the terms and conditions of the said works as provided in the said order.

2. After Virtual Completion of the said **exterior painting works**, if at any time or times the said **exterior painting works** done by us and **face issues like poor film integrity, flaking and peeling, blistering, splits, tears, cracks, or shows evidence of excessive weathering due to defective material** either due to the inadequacy of the work carried out or due to any other reason, whatsoever relating to the specifications, workmanship etc., we hereby undertake to carry out necessary remedial measures up to **05 Years from the date of virtual completion** of the said **exterior painting works** to such extents so and often as may be necessary to free the premises from such defects without any extra cost to the NABARD. We also authorize NABARD to utilize the retained amount of Rs.50,000/- (Rupees Fifty Thousand only) for carrying out the rectification works, in case we failed to rectify the same within stipulated time period of one month from the date of communication.

The decision of NABARD in regard to the question as to whether there is any defect of exterior painting works, shall be treated as final and binding on us.

We shall diligently, efficiently and satisfactorily rectify the defects or faults detected/arising, during the aforesaid period to the full satisfaction of NABARD and also undertake to attend to the rectification work and reinstate the surfaces disturbed to its original condition after carrying out the rectification work, if necessary, by arising new materials at no extra cost to NABARD.

We shall not revoke it without written consent of NABARD.

Signed by:

For and on behalf of M/s

Date :

Place :

Signature, Seal and Stamp of tenderer

PRICE BID / FINANCIAL BID

NIT No.NB.Har.DPSP/1236/ DPSP-67/ Repairs/2023-24 dated 08 Feb 2024

E-Tender for External and Internal Repainting of Annexe Building of
NABARD Haryana RO, Chandigarh


(Print to be taken and submitted through scanning separately on E-portal of
CPPP)

Schedule of Quantities - E-Tender for External and Internal Repainting of Annexe Building of NABARD Haryana RO, Chandigarh

Item No.	Descriptions of Item	Unit	Approx. Qty.	Rate (Rs.) (in figures)	Rate (in words)	Amount (Rs.)
A	B	C	D	E	F	G = (D) x (E)
1	<p>Providing and carrying out half brick masonry work with common burnt clay FPS (non-modular) bricks of class designation 7.5 in superstructure above plinth level upto floor V in cement mortar 1:4 (1 cement : 4 sand) with requisite scaffolding etc. all complete including roughening of terrace tiles (adjoining solar system room) and holes for drainage as directed.</p> <p><i>Mode of Measurement</i> – <i>The finished area of wall will be measured.</i></p>	sqm	11			
2	<p>Providing and applying sand faced plaster in CM 1:4 (1 cement : 4 sand) about 15 mm average thickness with integral waterproofing compound as approved at all levels in patches including dismantling of the old damaged plaster, preparing the surface of new plaster, curing of new plaster, scaffolding, etc. complete as directed. The plaster has to be done in patches or stretches and to match the adjoining surfaces, sealing the crack in plaster with suitable crack seal as necessary [Area of cement plaster less than 0.10 Sq.m. for repairs will not be considered for payment] at all levels and floors and disposing off the debris, cleaning the area thoroughly including all sundry items as directed.</p> <p><i>Mode of Measurement</i> – <i>The finished area of plaster will be measured irrespective of its width dimension/size.</i></p>	sqm	50			


3	<p>Acrylic Paint- Interior Premium Emulsion (Old work) : Providing and applying two or more coats of good quality acrylic emulsion washable paint having low VOC (Volatile organic compound) like Silk Glamor of M/s Berger Paint/ Royal Luxury Emulsion of M/s Asian Paint/ Beauty Gold of M/s Kansai Nerolac or approved equivalent manufacturer & make and shade as per specifications on existing interior surfaces of walls, ceilings, beams, columns, canopies, staircases, lobbies etc. and finishing smoothly etc. complete as directed. The stains on the wall can be removed easily by spongy material with a mild soap solution. The internal surfaces should be prepared by removing the existing stains by using emery paper etc. to receive the coats for smooth finish as necessary. Applying one coat of suitable primer on small patches (like area of wall putty etc.) before painting on the repaired old surfaces including finishing with putty etc. wherever required. Removing damaged portion of plaster and re-plastering in patches with cement mortar in 1:4 to match the surrounding area, in patches or stretches and to match the adjoining surfaces, sealing the crack in plaster with suitable crack seal as necessary before applying POP etc. [Area of cement plaster exceeding 0.10 Sq.m. for repairs will be considered for payment separately.] at all levels and floors and disposing off the debris, cleaning the area thoroughly, curing, scaffolding etc. complete as directed. The paint shall be applied through roller only except in corners with brush.</p> <p><i>Mode of Measurement</i> – <i>The finished area of painted surface will be measured irrespective of its width dimension/size.</i></p>	sqm	8470			
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4	<p>Acrylic Paint- Interior Premium Emulsion (New work) : Providing and applying two or more coats of good quality acrylic emulsion washable paint having low VOC (Volatile organic compound) like Silk Glamor of M/s Berger Paint / Royal Luxury Emulsion of M/s Asian Paint/ Beauty Gold of M/s Kansai Nerolac or approved equivalent manufacturer & make and shade as per specifications on new interior surfaces of walls, ceilings, beams, columns, canopies, staircases, lobbies etc. with smooth finish complete as directed as well as supplying and applying one coat of suitable primer on new surface after making the surface smooth by applying requisite putty before painting on the new surfaces wherever required. at all levels and floors and disposing off the debris, cleaning the area thoroughly, curing, scaffolding etc. complete as directed. [Area of cement plaster exceeding 0.10 Sq.m. for repairs will be considered for payment under this item]. The paint shall be applied through roller only except in corners with brush.</p> <p>Mode of Measurement – The finished area of painted surface will be measured irrespective of its width dimension/size.</p>	Sq M	140			
5	<p>Synthetic Enamel painting (old work) : Providing and applying two or more coats with satin/ matt (similar to existing one) finish of 1st quality synthetic enamel paint like Apcolite Premium of Asian paints or equivalent approved make and shade to teak wood/ commercial board / MS surfaces in doors, windows, shelves, meter box, walls etc. as per specifications on old work and finishing smoothly including applying one coat of primer to the repaired old surfaces as required on some patches at site, scraping & cleaning the old area thoroughly including cost of scaffolding etc. complete as directed and as per specifications mentioned in technical bid. The painting has to be done by spray machine and proper masking is to be done for other parts of the doors etc. Use of brushes will be allowed only in exceptional case due to security/safety reasons.</p>	Sq M	80			

	<p>Mode of Measurement – The finished area of painted surface (with multiplication by co-efficient as per CPWD specifications) will be measured irrespective of its width dimension/size.</p>				
6	<p>Anti-carbonation Exterior Paint (old work) - Providing & applying two or more coats of water based exterior anti-carbonation paint/ emulsion of Jotashield Carbo of M/s. Jotun / Dulux Professional Anti Carb of M/s Akzo Nobel (ICI) / Professional Endurance of M/s Asian Paints / Xtra Tough anti-carbonation of M/s Shalimar paint/ Excel Top Guard of M/s Nerolac or approved equivalent having existing shade with one coat of requisite/recommended primer & sealer/crack filler anti-corrosive coating (on exposed MS bar after removing corrosion) on the existing painted walls, columns, parapets, ceiling etc. (as the case may be & wherever required) at all locations/height including preparation of surface, cleaning & filling the cracks & crevices with Latex caulking crack filler etc. complete as per the manufacturer's specification/ process/ procedure and as directed and including all the items mentioned in the foot note and specifications in technical bid. The contractor shall ensure that the applied paint shall bind with the old paint and got inspected by the paint company experts. The quoted rate shall include the cost of scaffolding/ Jhulla and other incidental works required for completion of work. The contractor has to use roller for application of paint except the corners where painting may be done with the help of brush as an exception.</p> <p>Mode of Measurement – The finished area of painted surface will be measured irrespective of its width dimension/size.</p> <p>Mention Company/ Brand's Name/s whose paint will be used here –</p> <p><u>(Also mention brand name whose paint will be used for execution of works)</u></p>	sqm	2425		



7	<p>Anti-carbonation Exterior Paint (New Work) - Providing & applying two or more coats (or as prescribed by manufacturer) of water based exterior anti-carbonation paint/ emulsion of Jotashield Carbo of M/s. Jotun / Dulux Professional Anti Carb of M/s Akzo Nobel (ICI) / Professional Endurance of M/s Asian Paints / Xtra Tough anti-carbonation of M/s Shalimar paint / Excel Top Guard of M/s Nerolac or approved equivalent having approved shade with one coat of requisite/recommended primer as well as sealer/crack filler/anti-corrosive coating (on exposed MS bar after removing corrosion) on the existing un-painted walls, columns, parapets, ceiling, RCC beam bottom etc. (as the case may be and proper chiselling of protruded concrete shall be done) at all locations/height including preparation of surface, cleaning & filling the cracks & crevices with Latex caulking crack filler etc. complete as per the manufacturer's specification/ process/ procedure and as directed and including all the items mentioned in the foot note and specifications in technical bid. The quoted rate shall include the cost of scaffolding/Jhulla and other incidental works required for completion of work. The contractor has to use roller for application of paint except the corners where painting may be done with the help of brush as an exception. The painting area may have width of 4 inch to 6 inch or more , however the painting will be measured in Sq M only for payment. The shade of beam bottom may be matched with false ceiling shade.</p> <p><i>Mode of Measurement – The finished area of painted surface will be measured irrespective of its width dimension/size.</i></p>	Sq M	318			
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8	<p>Removing and refixing the damaged granite flooring after supplying and applying the requisite cement mortar 1:4 (1cement : 4 sand) of thickness around 20 mm with neat cement paste in the passage of the floor with all processes complete as directed at all levels including all necessary accessories and tools.</p> <p>Mode of Measurement – The finished area of stone surface will be measured irrespective of its width dimension/size.</p>	sqm	40			
9	<p>Providing and laying polished 17/18 mm thick gang saw cut granite with proper moulding etc. (if required) of existing shade and material with requisite cement mortar 1:4 (1cement : 4 sand) of thickness around 20 mm with neat cement paste in the passage of the floor with all processess complete as directed at all levels including all necessary accessories & tools, rubbing, curing etc. The same shall be done for making round shape manhole cover. The cost of MS iron frame with lifting mechanism (if required will be paid extra).</p> <p>Mode of Measurement – The finished area of stone surface will be measured irrespective of its width dimension/size.</p>	sqm	10			
10	<p>Providing and grouting the holes around the periphery of pipes in the basement for making it waterproof with proper grouting as per manufacturer specifications like M/s Pidilite/ M/s Sika etc.</p> <p>Mode of Measurement – The finished no. of holes will be measured irrespective of its width dimension/size.</p>	nos.	5			
11	<p>Providing and applying the URP of M/s Pidilite or approved equivalent on the walls for waterproofing of the walls / concrete surface at all levels as per</p>	sq m	100			

	<p>manufacturer specifications all complete as directed.</p> <p>Mode of Measurement – <i>The finished area of treated surface will be measured irrespective of its width dimension/size.</i></p>				
12	<p>Providing and fixing tiled false ceiling of specified materials of size 595x595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections (galvanized @ 120 grams/sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm centre to centre and cross "T" of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200 mm long spaced between main "T" at 600 mm centre to centre to form a grid of 1200x600 mm and secondary cross "T" of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, required cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats of size 27 x 37 x 25 x 1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm GI adjustable rods with galvanised butterfly level clips of size 85 x 30 x 0.8 mm spaced at 1200 mm center to center along main T, bottom exposed width of 24 mm of all T-sections shall be pre-painted with polyester paint, all complete for all heights as per specifications, drawings and as directed with following tile :</p> <p>GI Metal Ceiling Lay in plain Tegular edge Global white color tiles of size 595x595 mm, and 0.5 mm thick with 8 mm drop; made of GI sheet having galvanizing of 100 gms/sqm (both sides inclusive) and electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending.</p>	Sq. m	20		



	Mode of Measurement – The finished area of false ceiling will be measured irrespective of its width dimension/size and no extra payment will be made for cut-outs/opening etc.					
	TOTAL AMOUNT					

Total amount in words () –

Note –

1. The contractor has read all the terms and conditions of the tender and quoted the rates accordingly.
2. The contractor will provide the 05 year warranty on Anti-carbonation Exterior Paint works against ‘Film integrity, flaking and peeling, blistering, splits, tears, cracks, or shows evidence of excessive weathering due to defective material’ on a Rs.200/- non judicial stamp paper. The contractor has to ensure site inspection(s) by the technical person/representative of the concerned paint manufacturer during the execution of works.
3. The good quality workmanship has to be ensured.
4. For all dismantling/removal items, the cost of its disposal at the designated place shall be included.
5. The make/brand of the main items have been mentioned in the tender. For sundry items, the approval will be given on the basis of submitted sample or through market survey.
6. The quoted rates shall be based on technical bid and price/financial bid. In case of any discrepancies, the description in Price Bid will prevail upon.

Accepted the Terms and Conditions of the Tender

(Sign of Authorized Bidder)

Name

Stamp

Address

Date -