

# **Tender for Renovation of Gymnasium and Upgradation of Gymnasium Equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur**



**RAJASTHAN REGIONAL OFFICE, JAIPUR**  
3, NEHRU PLACE, TONK ROAD, LAL KOTHI, JAIPUR – 302015

## **TENDER SCHEDULE**

<b>DATE AND TIME OF ISSUE OF TENDER</b>	: 14 <sup>th</sup> Nov 2024 at 02:00 PM
<b>PRE-BID MEETING</b>	: 18 <sup>th</sup> Nov 2024 at 11:00 AM
<b>LAST DATE FOR SUBMISSION OF SEALED TENDERS</b>	: 05 <sup>th</sup> December 2024 at 02:00 PM
<b>OPENING OF PART-I (TECHNICAL BIDS OPENING)</b>	: 05 <sup>th</sup> December 2024 at 03:00 PM
<b>PART-II PRICE BIDS</b>	: To be indicated later

**Note: Any bid with incomplete information will be rejected**

**CLIENT:**  
**CHIEF GENERAL MANAGER**  
**NABARD, RAJASTHAN REGIONAL OFFICE, JAIPUR**  
**3, NEHRU PLACE, TONK ROAD, LAL KOTHI, JAIPUR – 302015**

# **NOTICE INVITING TENDER**

Ref. No. NB.RRO.DPSP/ 83089/Gym/2024-25

14th Nov 2024

M/s...

**Dear Sir**

## **Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur**

National Bank for Agriculture and Rural Development (NABARD) invites tenders for Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur.

Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

2. This NIT (tender document) can be downloaded free of cost from our website at <https://www.nabard.org/English/Tenders.aspx> as well as CPPP portal.
3. Tenders in sealed envelopes super scribed “Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur” shall be submitted addressed by name to Chief General Manager, NABARD, Rajasthan Regional office, 3, Nehru Place, Tonk Road, Lal Kothi, Jaipur – 302015. Last date for the submission of tender is **{within 3 weeks of Date and Time of issue}**
4. Envelope shall contain:
  - a) Duly filled in tenders with every page signed and stamped.
  - b) Power of attorney/authority letter authorizing the person to sign the tender.
  - c) Earnest money deposit (EMD) amount of Rs. 20,000/- shall be credited to our Current Account as per the details given here:-

Name of the Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Bank Name	NABARD
Branch Name	HEAD OFFICE MUMBAI

IFS Code	NBRD0000002
Account Number	NABADMN16
	(Through NEFT/RTGS only)

Payment receipt shall be enclosed in this envelope. The tenders without EMD shall be rejected outrightly. No interest shall be paid on the EMD thus collected. EMD of the successful tenderer shall be refunded after successful completion of work. Whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

5. A pre-bid meeting will be held in our office at **{within 1 week of Date and Time of issue}** with the prospective bidders, to clarify any issues pertaining to the tender. The bidders are expected to thoroughly read the tender document before being present for the pre-bid meeting, so as to understand all aspects of the work. The clarifications/conditions, if any, sought by the tenderers shall be examined and discussed with the bidders and the conditions that are acceptable to the Bank shall be intimated to the bidders. The bidders will have to agree to the conditions which are acceptable to the Bank. No conditions/clarifications shall be entertained after the pre-bid meeting. Tenderers are advised to submit the duly filled in tenders after the Pre-Bid meeting.
6. Tender shall not contain any condition whatsoever and any conditional tender shall be rejected.
7. Tenders will be **opened on {within 3 weeks of Date and Time of issue} in our office** in presence of the representatives of the bidders, whoever are present. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
8. Tenders of only those tenderers will be considered, who are found to be eligible as per the eligibility criteria mentioned elsewhere in this tender document and who have complied with all the requirements in tender document. Bidders are requested to kindly visit our website regularly.
9. The bids shall remain valid and open for acceptance for 90 days from the date of opening of tender. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
10. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm /firms without assigning any reasons for doing so.

11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
12. NABARD also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
13. For any clarification you may please call Shri Yogesh Kumar, Assistant Manager, at 7347262600.

**Sd/- (Ashutosh Sardana)**  
**Deputy General Manager**



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**PART-I**  
**TECHNICAL BID**  
**FORM OF TENDER**

**The Chief General Manager**

NABARD, Rajasthan Regional office,  
3, Nehru Place,  
Tonk Road, Lal Kothi,  
Jaipur – 302015

Dear Sir

**Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur**

I / We the undersigned have carefully gone through and clearly understood, after visiting the site, the tender document comprising of the Notice Inviting Tender, Form of Tender, Pre-Qualification Criteria, Scope of Work, General Conditions of Contract, Special Conditions of Contract and Schedule of Quantities/Bill of Quantities.

I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Financial/ Price Bid and in accordance with all aspects of the tender and with such materials as are provided for, by and in all other respect in accordance with such conditions so far as they may be applicable.

I / We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted in the Price Bid.

In the event of this Tender being accepted I / we agree to enter into an agreement as and when required and execute the contract according to your Form of Agreement.

I / We further agree to complete the work included in the said Schedule of Quantities within 30 days from the date of commencement. Date of commencement shall be either one-week from the date of issue of work order to the successful bidder or day on which the bidder takes possession of site whichever is earlier.

I / We agree to pay all applicable Government taxes prevailing from time to time.

**MEMORANDUM**

**a) Description of work: Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur.**

**Work completion schedule: 30 days** from the date of commencement. Date of commencement shall be either one- week from the date of issue of work order to the successful bidder or day on which the bidder takes possession of site whichever is earlier.

**b)** We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

I/we hereby agree to abide by and fulfill the terms and conditions of the tender annexed hereto so far as they may be applicable.

Our Bankers are:

- i)
- ii)

The names of partners of our firm are:

- ii)
- iii)

Name of the partner of the firm

Authorized to sign:

OR

Name of person having Power of Attorney to sign the contract (certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer



## 2. PRE-QUALIFICATION BID NOTICE

NABARD invites applications under “Two Bid System” on prescribed forms for the under noted works

Name of work	<b>Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur</b>
Estimated Cost	<b>Rs. 10.00 Lakh</b>
Earnest Money Deposit	<b>Rs. 20,000.00</b>
Last date and time of submission of Tender	05 <sup>th</sup> December 2024 till 02:00 PM - in the office of the Chief General Manager, NABARD, 3, Nehru Place, Tonk Road, Jaipur
Date from which Tender documents will be available	14 <sup>th</sup> Nov 2024 at 02:00 PM and can be downloaded free of cost from our website at <a href="https://www.nabard.org/English/Tenders.aspx">https://www.nabard.org/English/Tenders.aspx</a> as well as CPPP portal.



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

The Bidding Firm/ Company:-

1. Should have at least 07 years of experience in the field of similar work.
  2. The annual turnover of the bidder during each of the last 3 years should be at least Rs.3 Lakh
  3. Should have experience of successfully conducting structural audit for government buildings, Banks/FIs premises, reputed private organizations etc. in the last 03 years (as on 31.03.2024).
- a. Three similar works valuing not less than Rs.4,00,000/- per annum each **or**
  - b. Two similar works valuing not less than Rs.5,00,000/- each of the estimated cost **or**
  - c. One similar work valuing not less than Rs.8,00,000/-.

**Note: Certified copies of the above should be attached with technical bid as proof and originals may be furnished at the time of technical evaluation.**

The above information shall be provided in the format mentioned in the relevant annexure. Work Order/Agreement/Completion Certificates issued by the client should be enclosed with this tender and need to be produced in original before NABARD, whenever called for verification purposes.

4. The tender is to be submitted in **3 sealed Envelopes**. **Envelope-1** will contain the duly signed & stamped Part-I of the tender document along with documents related to prequalification criteria, and EMD DD/details. **Envelope-2** will contain only the Price Bid/Bill of Quantities (**as per relevant annexure**). **Bids without buyback quote is liable to be rejected**. Both the Envelope-1 and Envelope-2 are to be put in bigger **Envelope-3**, which should also be sealed and duly superscribed as **“Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur”** with details of firm name

**NOTE: The Technical / PQ bid and Financial Bid should be put in separate envelopes superscribed as PQ bid and financial bid respectively and sealed. The Financial Bid of only those tenders who qualify technical bid / PQ Bid in terms of eligibility criteria will be opened.**

### **3. BROAD SCOPE OF WORK**

1. Renovation of Gymnasium and equipment at NABARD Staff Quarters in Malviya Nagar, Jaipur:

S.No	Location of Premises	Work Details
1	NABARD Staff Quarters, Jagatpura road, Malviya Nagar, Jaipur – 302017	<ol style="list-style-type: none"> <li>1. Dismantling of Washroom located in the gym (7 x 5 ft.) and removal of debris</li> <li>2. Repainting of the entire area</li> <li>3. Recarpeting of floor with gym mats of 1.5-2.5 inches thickness (550 Square Feet area)</li> <li>4. Area details: 550 Sq. Ft.</li> <li>5. Fixing of additional wall mirrors (100 square Feet)</li> <li>6. Supply, Installation, Testing and Commissioning of 01 Commercial Multigym, 01 Commercial Treadmill, 01 Commercial Spin Bike, 01 Functional Machine cum Smith Machine, 01 Pullup Bar, 01 Multi-Purpose Bench Press, 01 Twister, Multi Ab Bench and Other Misc. items (Olympic Bars, Curl Barbell, Straight Barbell, Bumper Plates, Dumbbells, Kettle Bells, Resistance Bands, Slam Ball etc.).</li> <li>7. Buy back of existing equipments viz. 01 Treadmill, 01 spin bike, 01 multi-purpose gym, 01 twister, multipurpose bench, crunches bench, rods, weights and dumbbells etc.</li> <li>8. <b>Technical Specifications</b> of the equipments as mentioned in the Table below.</li> </ol>
<b>Equipment</b>		<b>Specifications</b>
Commercial Multigym		<ul style="list-style-type: none"> <li>• Innovative design and ideal for corporate &amp; society use</li> <li>• 6 station gym with 2 steel weight stacks of 70 Kgs. each</li> <li>• Multiple Exercise Function – Leg extension, Leg press, Hi-Lo pully, Lat pull, Bicep curl, Pec Dec, Multi press, Tricep extension, Abdominal crunch, Bench press, Vertical Knee raise, Chin up &amp; Dips stand</li> <li>• Durable powder coated finish</li> <li>• Comfortable seat pads</li> <li>• Arc cover for protection</li> <li>• 332cm (L) x 244cm (W) x 230cm (H)</li> </ul>
Commercial Treadmill		<ul style="list-style-type: none"> <li>• 27" capacitive touch screen with 1920×1080 HD resolution display.</li> <li>• Supports Wi-Fi connection and web browsing.</li> <li>• Durable AC motor driving system with over-current, short-circuit and comprehensive protection function</li> <li>• 5.0 HP AC continuous (10.0 HP Peak) motor.</li> </ul>

Equipment	Specifications				
	<ul style="list-style-type: none"> <li>• 25" x 67" running surface.</li> <li>• Speed: 1~25 kmph.</li> <li>• Precise incline control from -3~18%</li> <li>• Unique -3% declinable deck.</li> <li>• Equipped with an automatic lubrication system.</li> <li>• Direct speed &amp; incline keys on the console.</li> <li>• Built-in 24 motivating programs for different workout requirements.</li> <li>• Extra heavy duty steel base with double cell neoprene rubber system for excellent suspension.</li> <li>• 1" thick fibre board running deck.</li> <li>• With cordless mobile charger.</li> <li>• Heavy duty reliable 2 ply commercial grade</li> <li>• German Siegling running belt.</li> <li>• Large sized twin cup holder with a built-in tray.</li> <li>• Emergency stop button.</li> <li>• Sweat proof console design.</li> <li>• Maximum User Weight: 200 Kgs.</li> <li>• L X W X H: 221 X 98 X 176 CM.</li> </ul>				
Commercial Spin Bike	<ul style="list-style-type: none"> <li>• Ultra sturdy with heavy duty crank.</li> <li>• Fully adjustable Gel seat with sweat proof finish.</li> <li>• With 18 kg flywheel.</li> <li>• Adjustable handlebar with up &amp; down position.</li> <li>• High quality ribbed belt with tension wheel driving system.</li> <li>• Press type braking system.</li> <li>• Rust proof aluminium seat and handle tube.</li> <li>• Maximum user weight: 150 kg.</li> <li>• LXWXH: 107X58X112 CM.</li> </ul>				
Functional Machine cum Smith Machine	<ul style="list-style-type: none"> <li>• STURDY DESIGN.</li> <li>• Weight stack: 80 KG x 2.</li> <li>• LXWXH: 258X102X248 CM.</li> <li>• Heavy Duty Oval Tube structure of size 50mm X 100 mm</li> </ul>				
Pullup Bar	<ul style="list-style-type: none"> <li>• Wall mounted pullup bar with 48" Multi-Grip</li> <li>• Maximum user weight: 250 kg</li> </ul>				
Multi-Purpose Bench Press	<ul style="list-style-type: none"> <li>• Excellent adjustable uprights</li> <li>• Expandable with drop in attachment</li> <li>• Options: IF-LEGA &amp; IF-ARMA</li> <li>• Fully adjustable decline to shoulder press</li> <li>• 144cm (L) x 126cm (W) x 147cm (H)</li> </ul>				
Other Misc. items (Olympic Bars, Curl Barbell, Straight Barbell, Bumper Plates, Dumbbells, Kettle Bells,	<table border="1" style="width: 100%;"> <thead> <tr> <th data-bbox="689 2033 1040 2069">Item</th> <th data-bbox="1040 2033 1390 2069">Specifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="689 2069 1040 2172">Rubber Coated Fixed Barbells with Straight &amp; Curl Bar</td> <td data-bbox="1040 2069 1390 2172"> <ul style="list-style-type: none"> <li>• Made from high grade virgin rubber</li> </ul> </td> </tr> </tbody> </table>	Item	Specifications	Rubber Coated Fixed Barbells with Straight & Curl Bar	<ul style="list-style-type: none"> <li>• Made from high grade virgin rubber</li> </ul>
	Item	Specifications			
Rubber Coated Fixed Barbells with Straight & Curl Bar	<ul style="list-style-type: none"> <li>• Made from high grade virgin rubber</li> </ul>				

Equipment	Specifications	
Resistance Bands, Slam Ball etc.)		for long life <ul style="list-style-type: none"> <li>• Dia 30mm and length 100cm.</li> <li>• Tear proof, soundless &amp; bouncy effect</li> <li>• Available Sizes (kgs): 7.5 ,10, 15, 20, 25, 30, 35, 40</li> </ul>
	Olympic Bars	<ul style="list-style-type: none"> <li>• Made from carbon steel</li> <li>• High quality nickel chrome finish, Shaft diameter: 28mm</li> <li>• Sleeve diameter: 50mm</li> <li>• Sleeve length: 14”</li> <li>• Net Wight: 10, 16 and 20 (KGs)</li> </ul>
	Bumper Plates	<ul style="list-style-type: none"> <li>• Made from high grade virgin rubber for long life.</li> <li>• Tear proof, soundless &amp; bouncy effect.</li> <li>• Protect against damage to the floor or other equipment</li> <li>• Two Sets of Plates Weight (Pair):- 1.25, 2.5, 5, 7.5, 10, 15, 20, 25, 30 (Kgs)</li> </ul>
	Kettle Bells	<ul style="list-style-type: none"> <li>• Sizes (in Kgs) Pair of 2, 4, 8, 12, 16, 20, 24, 28, 32</li> </ul>
	Dumbbells  12	<ul style="list-style-type: none"> <li>• Made from high grade virgin rubber for long life</li> <li>• Tear proof, soundless &amp; bouncy effect</li> <li>• Available Sizes</li> </ul>

Equipment	Specifications	
		(in Kgs) Pair of 1, 2.5, 5, 7.5, 10, 12.5, 15, 17.5, 20, 22.5, 25, 27.5, 30, 35
Slam Balls and Resistance Bands	<ul style="list-style-type: none"> <li>• 03 Slam balls of 03, 05 and 08 Kgs</li> <li>• Resistance bands for stretching</li> </ul>	
Twister	<ul style="list-style-type: none"> <li>• Durable commercial grade construction.</li> <li>• With Double Ball Bearings.</li> <li>• Ergonomically Designed Handles.</li> <li>• L X W X H: 137 X 47 X 127 CM</li> </ul>	
Multi Ab Bench	<ul style="list-style-type: none"> <li>• Paint Finish: Electrostatic Powder Coating</li> <li>• Seats: Tear resistant leatherite</li> <li>• Pipe Size: 100 x 50 x 2.5mm</li> <li>• L x W x H: 178 x 69 x 92cm</li> </ul>	

The bidder should have a dedicated comprehensive support service centre at Jaipur.

The successful bidder needs to provide the following elements:-

**Supply:**

- a) The successful bidder needs to carry out the above-mentioned works as per specifications mentioned.
- b) License for all the Hardware, Software Components (wherever applicable).
- c) Manuals of the Hardware and Software (wherever applicable).

**Installation:**

Installation, Commissioning, Configuration and testing of the supplied equipment at NABARD Staff Quarters, Jaipur.

**Warranty support:**

The successful bidder has to provide Comprehensive Post-installation warranty support (OEM warranty in case applicable) for all the hardware, software, Installed & commissioned by them, along with the AMC support for a period of **at least 03 (Three) years, on site from the date of successful installation**. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

## INSTRUCTIONS TO THE PQ BIDDER

1. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
2. All PQ bid papers annexed along with the “**Technical/PQ Bid**” document should be **serially numbered on the top right-hand corner** of every page.
3. All pages of the PQ/Technical bid document should be duly signed and stamped by the authorized signatory of the applicant. The applicant should submit all requisite documents in support of information furnished in the Technical/PQ Bid document and should be attested by an authority competent to attest the documents. Failure to attach attested copies may lead to disqualification of the bidder.
4. Tenders should be on the specified form (Non-transferable) which may be either downloaded from our website [www.nabard.org](http://www.nabard.org) or from CPPP portal **{within 3 weeks of Date and Time of issue}** and submit the completed document along with necessary papers in prescribed proforma **{within 3 weeks of Date and Time of issue}** to, Chief General Manager, NABARD, 3, Nehru Place, Jaipur. Tenders should be submitted super-scribed with the name of the work, date and time of opening on the envelope. will be opened on **{after 3 weeks of Date and Time of issue}** in the presence of bidders who choose to be present.
5. The employer (NABARD) does not bind itself to accept the lowest or any TENDER, and NABARD reserves its right to accept the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.
6. **Technical/PQ bid and the Financial bid should be enclosed in separate sealed envelope, super scribing Technical/PQ bid and Financial bid respectively thereon, The above said two sealed envelopes shall be put in a third sealed envelope super scribing “Renovation of Gymnasium and upgradation of equipment” and deposited in the tender box allotted for the purpose.**
7. The Bidder will not be permitted to quote for works in NABARD where a relative is posted.
8. TENDER submitted shall remain valid for 90 days from the date of opening of tender / price bid for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.
9. The Bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the Bidder in words and in figures, the rates in words will be considered as final.
10. Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site and locality

including installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.

11. Except writing rates and amounts, the Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Tenders. No conditional rebate will be accepted.
12. Bidder should attach required proofs (Photocopies) for the eligibility in support of works of similar nature, for a minimum value as indicated in Technical Bid should also be submitted.
13. All tender paper annexed along with the “Bid” should be serially numbered on the top right-hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be submitted in original. Tender documents not submitted in original will be treated as invalid and rejected. The applicant should submit a complete set of documents in support of the information furnished in the Bid document.
14. **“JVs/ Consortiums/ MOUs shall not be considered.”**
15. Canvassing in connection with the Tenders is prohibited and the Tenders submitted by the bidder who resorts to canvassing are liable for rejection.
16. The Audit reports in hard copy should be submitted in triplicate in hard as well as soft form.
17. This tender is not an offer by National Bank for Agriculture and Rural Development (NABARD), but an invitation to receive offers from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of NABARD, Jaipur RO with the selected bidder/firm/agency.
18. Part I of the quotation i.e. Technical Bids will be opened on 05<sup>th</sup> December 2024 at 03:00 PM at NABARD, Rajasthan Regional office, in the presence of the authorized representative (not more than one person) of Vendors /Bidders who choose to remain present.
19. PART-II of the quotation (commercial Offer) shall be opened after scrutiny of Part - I (Technical offer) of the tender and supporting documents submitted therewith, at a later date, in respect of vendors who are found eligible in technical bid and they shall be separately intimated accordingly.

**The following procedure shall be followed in the event of multiple L1 bidders after opening of Price Bids:**

- i. Quality and Cost Based Selection criteria shall be incorporated for evaluation wherein multiple L1 bids are received. The work then will be awarded to the bidder having the highest marks in QCBS among the L1 bidders.
- ii. Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of total 55 marks.
- iii. In case multiple L1 bidders get same marks in QCBS also, then the Purchase Committee of NABARD shall, at their discretion, visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work then shall be awarded to the bidder with highest marks.
- iv. In case of multiple L1 bidders getting equal marks even after field visits, the final selection shall be done based on draw of lots, as may be decided jointly by the NABARD and select bidders, or by pulling the highest number from a box containing 30 numbers.
- v. **QCBS Scoring Model**
- vi. Scoring model for deciding the L1 in case of tie (multiple L1 bidders)

S. No.	Description	Score
1.	<b>Legal Structure</b>	<b>20</b>
	Private Ltd./Public Limited	20
	Partnership	15
	Proprietorship	10
2	<b>Work experience in the relevant field of work as on 31.03.2024</b>	<b>10</b>
	>20 years	10
	Less than 20 years but more than 10 years	5
	Less than 10 years but more than 5 years	2
3	<b>Average Turnover during the last 03 years ending 31.03.2024</b>	<b>10</b>
	More than Rs. 10.00 Lakh	10
	Less than Rs. 10.00 lakh but more than Rs. 8.00 lakh	5
	less than Rs. 8.00 lakh but more than Rs. 5.00 lakh	2
4	<b>No. of procurement order in Public institutions handled in India in the last 07 years (as on 31.03.2024)</b>	<b>5</b>
	More than 20	5
	Less than 20 but more than 10	3
	Less than 10 but more than 05	1
5	<b>Quantum of work performed for the last 7 years (Amount of Work Order)</b>	<b>5</b>
	More than 200% of bid value	5
	Less than 200% but more than 100% <sup>16</sup>	3
	Less than 100% but more than 50%	1
	<b>Total marks</b>	<b>50</b>



**Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of total 50 marks.**

## **4. GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

“**The Contract**” means the documents forming the tender and acceptance thereof and the formal agreement executed between NABARD and the bidder, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- a) “**NABARD / Employer**” means NABARD having its Registered & Corporate Office at C-24, G Block, BKC, Bandra East, Mumbai 400 051 and includes its representatives, successors and assigns.
- b) “**Corporate Office**” means the Regional Office of NABARD at Jaipur, Rajasthan and includes any other offices as prescribed by NABARD from time to time for that purpose.
- c) “**Sanctioning Authority**” means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of NABARD.
- d) “**Employer**” means NABARD and includes its representatives, successors and assigns.
- e) “**Bank’s Representative**” means Representative appointed by the Employer as their representative to give instructions and supervise the work of the bidder at site.
- f) “**The Bidder or Bidders**” means the firm or agency or individual engaged by the Employer to execute the work. It shall also include their legal representative(s), successors or assigns.
- g) “**Contract Value**” means the value of the entire work as stipulated in the work order conveying acceptance of the tender, subject to such additions thereto or deductions there from, as may be made under the provision herein after contained.
- h) “**Tendered Value**” means the value of the entire work as stipulated in the work order.
- i) “**Works**” or “**Work**” means the consultancy work described in the “Scope of Work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the bidder hereunder and work to be done by the bidder under the contract.
- j) “**The Site**” means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.
- k) “**Drawings**” means the drawings prepared by Bidder/NABARD and issued to the Bank’s Representative and referred to in the specifications and any modifications of such

drawings as may be issued by the Bidder/Employer / Bank's Representative from time to time.

- l) “**Specifications**” means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer from time to time.
- m) “**Market Rate**” means the rate as decided by the Employer on the recommendations of Bank's Representative based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
- n) “**Schedule(s)**” referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.
- o) “**Local Controlling Authority**” means the Local Municipal Authority or any other appropriate statutory authority.
- p) “**Month**” means calendar month.
- q) “**Week**” means seven consecutive days.
- r) “**Day**” means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.

**2. Scope and Performance:** Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

**3. Work to be carried out:** The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Manpower, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work.

**4. Sufficiency of Tender:** The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and rectification of the works.

**Scope of Work:** The bidder shall carry out the said work in every respect in strict accordance with this contract and with the directions of and to the satisfaction of the Employer to be communicated through NABARD.

**5. Location of Work:** The work will be carried at:

NABARD STAFF QUARTERS, JAGATPURA ROAD, MALVIYA NAGAR, JAIPUR – 302017

**6. Rates of Payment:** The rates given in the BOQ tendered by the bidder and as accepted by NABARD will form the basis of payment for such items under this contract.

- i. No price variation or escalation on any account whatsoever and compensation for force majeure etc. shall be payable under the contract.
  - ii. The rates for any item of work not included in the Schedule of items, Rates and quantities and which the bidder may be called upon to do by NABARD shall be fixed by the supplementary written agreement between the bidder and NABARD before the particular item or items of work is/are executed.
  - iii. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with the Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material.
  - iv. Payment for the work done will be made to the bidder only when the formal agreement has been executed between the parties, and as per the Payment Schedule.
  - v. **Payment Schedule:** Full payment shall be made after the completion of work. However, 5% of the tender amount (Interest free) shall be kept with NABARD during the default liability period of one year from the date of completion of work.
  - vi. **Discrepancies and Adjustment of Errors:** Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Bidder from the execution of the whole or any part of the works.
7. **Work Order:** Within the validity period of the tender, the Employer shall issue a work order/letter of acceptance of tender by registered post or otherwise dispatching at the address of the bidder as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Bidder.
8. **Contract Document:** On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract, and within seven days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The bidder shall be furnished, one certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
9. **Language:** The language in which the contract documents shall be drawn, shall be English.
10. **Liquidated Damages:** If the bidder fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the schedule date of completion, he shall, without prejudice to any other right or remedy available under the law, to the Employer on account of such breach, pay as agreed compensation, the amount calculated at the rate of 0.25% of the contract amount per week subject to a maximum of 5% of the contract amount. The amount of compensation may be adjusted or set off against any sum payable to the Bidder under this contract with the Employer.

- 11. Escalation:** No escalation and payment due to increase in prices / wages will be made to the bidder. The rates quoted by the bidder shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.
- 12. Ownership of drawings:** All drawings, specifications and copies thereof furnished by the Employer are the properties of the Employer. They are not to be used on any other work.
- 13. Materials, Appliances and Employees:** The bidder shall, at his own expense, provide all material, appliances and employees required for testing and carrying out the works and no material required for carrying out the work shall be supplied by the Employer. If tests are to be carried out in external labs, all costs such as testing cost, consultancy fee, taxes, transportation or any other incidental charges shall be borne by the bidder.
- 14. Bidder to supply tools & plants etc.:** The bidder shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work.
- 15. Protection of works and property:** The bidder shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with the contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The bidder shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work.
- 16. Assignment and subletting:** The whole of work included in the contract shall be executed by the bidder and they shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein.
- 17. Bidder's superintendence:** The bidder shall give necessary personal superintendence during the works. The bidder shall depute necessary technical staff for execution of the work.
- 18. Quantities:** The rates quoted for various items shall remain valid for variation of quantity (either upwards or downwards) against individual item to any extent. The payment to the bidder shall be made as per the actual work executed and quoted unit rates for individual items. The quantities in the BOQ are only indicative and may increase or decrease, however the rate quoted shall remain firm. However, increase in quantity, if any, shall, be effected (and eligible for payment) only with prior written approval of the Employer.
- 19. Works to be measured:** The Bank's Representative shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract. Recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the bidder from liabilities.

**20. Certificate of payment:** Payment on account of amount admissible shall be made on certification of the Bank's Representative to which the bidder is considered entitled at such rates as defined in Bill of Quantities. The amount admissible shall be paid by 15th working day after the day of certification of the bill by the Bank's Representative and submission of same to employer subject to the bill is found to be in order by the Employer with no discrepancies. The Employer shall recover the statutory recoveries from the certificate of payment. The Bank's Representative shall have the power to withhold the respective amount, if the work or any part thereof is not carried out to their satisfaction. NABARD shall deduct the sales tax/turn over tax or any other tax from the bidder's bill at the rate as applicable as per rules framed by concerned Govt. /local bodies from time to time and remit it to concerned department and shall issue a certificate regarding tax/duties/levies so deducted on demand by the bidder.

**21. Work by other agencies:** The Employer reserves the right to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to carry out by other persons simultaneously and the bidder shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out to the extent practically possible, in such a manner as not to impede the progress of the works included in the contract.

**22. Dismantled material as Employer property:** The bidder shall treat all useful materials obtained during testing of the building/premises as Employer's property and such materials shall be disposed off to the best advantage of Employer according to the instructions in writing issued by the Employer. Debris/waste material shall be disposed off outside the NABARD premises at the area approved by the Municipal Corporation.

**23. Permits, Laws and Regulations:** Permits and licenses required for execution of the work shall be obtained by the bidder at his own expenses. The bidder shall give necessary notices and comply with the local regulations, laws, and ordinances, rules, applicable for execution of the work. If the bidder performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising therefrom and shall indemnify the Employer against any legal action arising therefrom. The rates quoted by the bidder are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the bidder on this account.

**24. Local Laws, Acts, Regulations:** The bidder shall strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition Act of 1970) and other safety regulations. The bidder shall comply with the provisions of all labour legislations including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

**25. Time for completion:** Time is the essence of the contract and shall be strictly observed by the bidder. The entire work shall be completed within a period of **30 days** from the date of commencement of work. If required in the contract or as directed by the Employer, the bidder shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

**26. Rate of progress:** Should the rate of progress of the work or any part thereof be at any time in the opinion of the Employer is slow, to ensure the completion of the whole of the work

by the prescribed time or extended time for completion, the Employer shall thereupon take such steps as considered necessary by the Employer to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Employer neither shall relieve the bidder from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

**27. Extension of Time:**

- a) If the work(s) be delayed by:
  - i. Force majeure, or
  - ii. Abnormally bad weather, or
  - iii. Serious loss or damage by fire, or
  - iv. Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - v. Any other causes which, in the absolute discretion of the Employer is beyond the Bidder's control.

Then upon the happening of any such event causing delay, the bidder shall immediately give notice thereof in writing (within 7 days of happening of the event) to the Employer but shall nevertheless use constantly his best efforts to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works.

- b) Request for extension of time, to be eligible for consideration, shall be made by the bidder in writing within two days of the happening of the event causing delay. The Bidder may indicate in such a request the period for which extension is desired.

- c) In any such case, the Employer on the basis of recommendations of the Bank's Representative, will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Bidder by the Employer in writing. Non application by the bidder for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the bidder.

**28. When Contract can be terminated:** Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other right or remedy against the bidder in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely terminate the contract in any of the cases.

**29. Suspension of work:** The bidder shall, on receipt of the order in writing of the Employer (whose decision shall be final and binding on the bidder) suspend the progress of works or any part thereof for such time and in such manner as the Employer / Bidder may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account of any default on the part of the bidder, or
- b) For safety of the works or part thereof.

The bidder shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer.

**30. Foreclosure of contract due to abandonment or reduction in scope of work:** If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Employer shall give notice in writing before time to that effect to the bidder and the bidder shall act accordingly in the matter. The bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

**31. Cancellation of contract in full or part**

If Bidder:

- i. at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Employer; or
- ii. commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer or
- iii. fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Employer or

The Employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Employer, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Bank's Representative shall on such cancellation by the Employer have powers to: take possession of the site and any materials etc. thereon; and / or carryout the incomplete work by any means at the risk and cost of the bidder.

On cancellation of the contract in full or in part, the Employer through Bank's Representative shall determine what amount, if any, is recoverable from the bidder for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer. In determining the amount, credit shall be given to the bidder for the value of the work executed by him up to the time of cancellation, the value of bidder's materials taken over and incorporated in the work and use of plant and machinery belonging to the bidder.

Any excess expenditure incurred or to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law, be recovered from any moneys due to the bidder on any account, and if such moneys are not sufficient the bidder shall be called upon in writing and shall be liable to pay the same within 30 days.



If the bidder shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the bidders' unused materials etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the bidder under the contract and if thereafter, there be any balance outstanding from the bidder, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amount due to Employer and unsold material etc., shall be returned to the bidder, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the bidder would have been paid had he completed the works or part of the works, such benefit shall not accrue to the bidder.

**32. Settlement of Disputes and Arbitration:** All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution thereof of this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the bidder 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 experience 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 Bidders

The bidder shall on receipt of the names as aforesaid, select any one of the person's 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 bidder fails to communicate such selection as provided above within the period specified, the Employer should make the selection and appoint the selected person as the Sole Arbitrator.

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

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 bidder 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, extend 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 a place as may be fixed by the Arbitrator at his Sole discretion.

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

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

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

### **33. Force Majeure:**

- a) Neither bidder nor NABARD shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 7 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- b) As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- c) From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- d) Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

- 34. Bidder will be liable for damages, defects during defects liability period:** If the bidder or his working people shall break, deface, injure or destroy any part of the building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, the bidder shall, upon receipt of a notice in writing on that behalf through the Bank's Representative, make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the bidder, or from his security deposit.
- 35. Accidents:** The bidder shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer. The bidder shall also report such an accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.
- 36. Work and Services to be provided by the Employer:** The Employer will provide electric power and water at one point in the building for proper execution of the work. The Employer depending on the availability will provide one lockable storage space. However, the security of the materials and equipment brought to site by the bidder shall be the responsibility of the bidder as stipulated elsewhere in these conditions of contract. Also accommodation required for the contract labour shall be arranged by the bidder himself outside the NABARD premises.
- 37. Price Escalation:** The accepted price of the successful tenderer shall be firm and free from any variation till the completion of the work in all respects and handing over to the Employer.
- 38.** This tender is not an offer by National Bank for Agriculture and Rural Development (NABARD), but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of NABARD, Jaipur RO with the selected bidder/firm/agency.
- 39.** The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 40.** The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.
- 41.** The contractor shall indemnify NABARD 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, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor. The contractor, before starting the work of

execution of the service contract as described under scope of work, is required to submit a “Letter of Indemnity and Undertaking”. A specimen of such letter is enclosed as Annexure II.

**42. TDS/Income Tax/GST-TDS:** Applicable TDS/ Income Tax/GST TDS of value of work shall be deducted from the final bill.

**43. Penalty Clause**

- a) Non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the bank to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of NABARD in this regard will be final and binding on the contractor.
- b) In case of non-compliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipment attributable to staff or labour deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/ replacement with suitable penalty shall be imposed on the contractor by the bank.
- c) In the event of any accident/ damage etc. caused due to negligence of staff deployed will be debited to the inefficiency of the contractor and he has to make good the loss.
- d) All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Firm/ Company’s Name & Logo, embossed/embroidered on it.
- e) In the event of contractor not attending to a specific item of work required under the contract, pro-rata amount will be deducted from contractor’s bills.

**44. Termination of the contract by the Employer:** If the bidder 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 bidder in insolvency, shall repudiate the contract, or if a receiver of the bidder’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 bidder 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 bidder, or shall assign, charge or encumber this contract or any payments due or which may become due to bidder, 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 bidder within three clear days after the notice shall have been given to the bidder in a manner hereinafter mentioned requiring the bidder 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 days notice requiring the bidder so to do shall have been given to the bidder 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 bidder 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 bidder (without thereby creating any trust in favour of the bidder)

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 bidders or other persons or person to complete the works, and the bidder shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other bidders 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 bidder to remove his surplus materials and plants and should the bidder not remove his surplus materials after receipt of notice by him the employer may sell the same by Public Auction and shall give credit to the bidder for the amount so realized. Any expenses or losses incurred by the bidder for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the bidder by way of selling his tools and plants or due on account of work carried out by the bidder prior to engaging other bidders or against the Security Deposit.

**Signature of the Tenderer** \_\_\_\_\_

\_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

## **5. SPECIAL CONDITIONS AND STANDARD SPECIFICATION:**

1.0 Name of work: **“Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur”.**

### **2.0 GENERAL**

2.1 The rates quoted by the s shall be all inclusive of all rates. The bidder within the rates quoted shall prepare working plan for renovation and get the same approved from Bank’s Representative before execution. This will determine the final scope of work at the site. No leads/lifts, loading/unloading, handling, re- handling, stacking at site, toll tax, octroi, sales tax, VAT and royalty or any other charges levied or leviabale by the State Government or Local Bodies shall be paid by NABARD. The rates quoted shall be inclusive of all scaffolding, hoists, hoisting equipment’s, tools, equipment’s, testing equipment’s etc., required for the smooth execution and completion of the work.

**2.2 The bidder will remove all surplus and release material from the site of work after work to avoid any hindrance/inconvenience to other agencies working in the adjoining area. The bidder will also, at the direction of the site in charge, re-handle his material in use or likely to be used in future to relocate the same to avoid any inconvenience to other agencies working in the adjoining area.**

In case of default, NABARD may get the work done at the cost of the bidder by giving him 48 hours“ notice in normal case or without any notice in case of an emergency, which is causing complaints from flat/apartment occupant, and recover such costs from any payment due to the Bidders.

2.3 In case of any dispute regarding interpretation of any of the Special Condition of Contract, decision of the Chief General Manager, NABARD will be final and binding on the bidder/s.

2.4 The agency should mandatorily have a registered office in Jaipur, Rajasthan. Supporting document of registered office to be submitted.

2.5 “Retention Money Deposit” i.e. RMD of 5% of accepted value of the tender shall be directly credited to our current account (details given above) by the successful Bidder within 15 days of intimation to him of acceptance of tender. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract. The RMD will be released 30 days from the default liability period of one year from completion of work.

## **ADDITIONAL TERMS AND CONDITIONS**

- i. Completion Period - 30 days** for completing the work as per the scope.
- ii. Payment** - The payments for the work will be made after completion of work for Renovation of Gymnasium and equipment at NABARD Staff Quarters in Malviya Nagar, Jaipur as per relevant clauses elsewhere in the Bid document.
- iii.** All the necessary tools, tackles, instruments, material required for completion of audit shall be part of the scope of work.
- iv.** THE ENTIRE JOB SHALL BE CARRIED OUT AS PER THE TERMS AND CONDITIONS STIPULATED IN THE TENDER AND INSTRUCTIONS OF BANK'S REPRESENTATIVE.

## **SAFETY CODE**

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

**The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.**



## **6. ARTICLE OF AGREEMENT**

Articles of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between the \_\_\_\_\_ hereinafter called the EMPLOYER, which expression shall include its successors and assigns and persons for the time being of the management of the Employer of the one part and \_\_\_\_\_ hereinafter called the bidder which expression shall include his / their respective Heirs, successors, executors, administrators and assigns of the other part.

Whereas the Employer is desirous of Renovation of Gymnasium and equipment at NABARD Staff Quarters in Malviya Nagar, Jaipur has caused specifications describing the work to be done.

And whereas the tendered rates as submitted by the bidder were accepted by the Employer, on the terms and conditions hereinafter agreed at:

And whereas the said specifications and the schedule of quantities have been signed by or on behalf of the parties hereto.

And whereas the Bidder has agreed to execute, upon and subject to the conditions set forth herein and to the conditions set forth in the invitation to tender, General Instructions and Conditions of the tender, and schedule of quantities and Conditions of Contract (all contained in the bid document of which are collectively hereinafter referred to as the said conditions), the works described in the said schedule of quantities at the respective rates herein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO FOLLOWS:

In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said conditions, execute and complete the work shown upon the drawings and described in the said specifications and the schedule of quantities.

The Employer shall pay the Bidder the said Contract amount or such other sum shall become payable at the times and in the manner hereinafter specified in the said conditions.

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

The agreement and documents mentioned herein shall form the basis of this and the decision of the Employer as mentioned in the said conditions, in reference to all matters of dispute be final and binding on all parties.

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire buildings to be paid for according to schedule of rates and probable quantities or as provided in the said conditions.

In all matters of co-ordination the Employer's decision shall be final and binding on all parties.

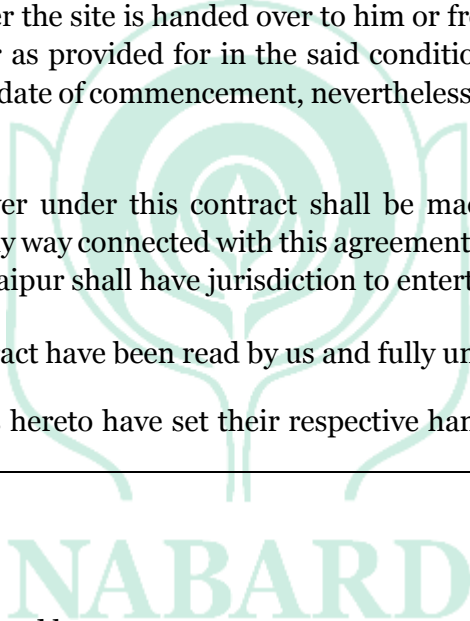
The Employer reserves to itself the right of altering nature of the work, adding to or omitting any item of work from the contract or having a portion of the same carried out through other agencies without prejudice to this contract.

Time shall be considered as the essence of this agreement and the bidder hereby agrees to commence the work soon after the site is handed over to him or from the seventh day of the date of issue of formal work order as provided for in the said conditions and to complete the entire work within 60 days from the date of commencement, nevertheless to the provisions for extension of time.

All payments by the Employer under this contract shall be made only at Jaipur. Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Jaipur and only courts in Jaipur shall have jurisdiction to entertain and determine the same.

The several parts of this contract have been read by us and fully understood by us.

In witness thereof the parties hereto have set their respective hands on the day and the year in above written \_\_\_\_\_



Signed by the said bidder. Signed by

the Employer

In the presence of:

Witness 1:

Name:

Address:

Witness 2:

Name:

Address:



**UNDERTAKING**

The Chief General Manager,  
NABARD,  
3, Nehru Place, Tonk Road,  
Jaipur

I/We-----  
have read the various conditions to PQ/Technical bid attached here to and hereby agree to abide by the said conditions.

I/We offer to do this work of **“Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur”** as detailed under **scope of work** in the event we are Pre-qualified for the purpose and hereby bind myself/ ourselves to complete the work in all respects.

We agree to the condition that our Financial Bid will be opened only if we qualify as per the stipulations in the PQ/Technical bid document.

I/We also hereby agree to abide by the General Condition of Contract and to carry out the work according to the Special Conditions of Contract and specifications for material and testing works as laid down by NABARD.

Signature of the bidder/s

Address with telephone Number  
(Complete postal address to be given)

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Dated:



## NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Chief General Manager, NABARD, 3, Nehru Place, Jaipur

Website: [www.nabard.org](http://www.nabard.org)

### APPLICATION FORM

I / We ..... am / are desirous of participating in the PQ/Technical bid for the work for Renovation of Gymnasium and equipment at NABARD Staff Quarters in Malviya Nagar, Jaipur as detailed under scope of work, and hereby apply for the same. I/we give the following details for your consideration:

Sl. No.	Item	Information to be filled in by applicant	
1.	Name of the firm		
2.	Full Address		
3.	Telephone Number: Office / Residence		
	Mobile Number:		
	Fax No.		
	E-Mail address		
4.	Date of Establishment		
5	What is the constitution of firm viz. Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.		
6.	Enclose copy of partnership deed, Articles of Association or Affidavit / Registration of sole proprietorship		
7.	i. Annual Turn Over for last Three Years (enclose Audited Balance Sheets to support figures)	Financial Year	Annual Turn-over (In Rs lakh)
		2021-2022	
		2022-2023	
		2023-2024	
	ii. What evidence or proof is enclosed to support the amounts of yearly turnover	Certificate enclosed for Assessment years .....	
8.	Details of similar Works completed		
9.	Whether all documents have been submitted as per tender		

10.	Any other information the applicant might like to give.	
11.	Name(s) of Proprietor(s) / Partner(s) / Directors	

**Signature & Seal of applicant**

**Other Details of the applicant**

<b>Particulars</b>	<b>Information to be filled in by applicant</b>
Name of the Firm/ Agency/Contractor	
Category (Individual/partnership/pro prietor/company etc.)	
Name of the Account Holder	
Registered Address of the Firm	
Name of the Bank's branch and Address	
Bank's Code and Branch's Code	
IFSC Code of the Bank's Branch	
Type of Account (Current/Saving/Cash credit)	
Account Number	
PAN	
Service Tax Registration Number	
GSTIN	
TAN Number	
Other details if any	

**Please enclose:**

- i. a self-attested copy of cancelled cheque of the bank account,**
- ii. a self-attested copy of PAN.**
- iii. a self-attested copy of GSTIN.**
- iv.**

Place:

Date:

(Signature and Full Name of the authorized person with seal  
on behalf of Firm/Agency/Contractor)

## **DECLARATION**

I/We agree to notify the Officer of National Bank for Agriculture and Rural Development, accepting this application, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

I / We understand and agree that the competent authority of National Bank for Agriculture and Rural Development has the right as he may decide, not to issue PQ/Technical bid form in any particular case and also to suspend, remove or blacklist my / our name from National Bank for Agriculture and Rural Development's list of Bidders in the event of my / our submitting non- bonafide PQ/Technical bids, or for technical or other delinquency in regard to which the decision of competent authority of National Bank for Agriculture and Rural Development shall be final and conclusive.

I / We certify that the particulars furnished in the enrollment forms are correct and that should it be found that I/We have given a false certificate or that if I / We fail to notify the fact of my / our subsequent amalgamation with another Bidder or firm, the National Bank for Agriculture and Rural Development may remove my / our name from the list of Bidders and any contract that I/We may be holding at the time may be rescinded.

**PLACE:**

**DATE:**

**SIGNATURE & SEAL OF APPLICANT**

**PART-II PRICE BID**

**BILL OF QUANTITY**

**Renovation of Gymnasium and Upgradation of Gymnasium equipments at NABARD Staff Quarters in Malviya Nagar, Jaipur.**

- i) No Conditions and other information shall be indicated in the Price Bid ii) Lowest bidder will be selected on the basis of total calculated in column F.

Sl. No.	Description	Quantity	Total (Rs.)	GST (Rs.)	Total inclusive of all taxes (Rs.)
A	B	C	D	E	F (D + E)
1	Dismantling/ Merger of Existing Washroom, removal of debris and Repainting	7 x 5 Ft.			
2	Mirror Fixation	100 Sq.Ft.			
3	Floor Mats	550 Sq.Ft.			
4	Commercial Multigym	01			
5	Commercial Treadmill	01			
6	Commercial Spin Bike	01			
7	Functional Machine cum Smith Machine	01			
8	Pullup Bar	01			
9	Multi-Purpose Bench Press	01			
10	Other Misc. items (Olympic Bars (03 no.), Curl Barbell (08 no.), Straight Barbell (04 no.), Bumper Plates (08 no.), Dumbbells (14 pair), Kettle Bells (09 pair), Resistance Bands (10 no.), Slam Ball (03 no.) etc.)	As mentioned in the point no.3 (Broad Scope of Work)			
11	Twister	01			
12	Multi Ab Bench	01			
13	<b>Sub Total</b>				
14	Buy back of existing equipments viz. 01 Treadmill, 01 spin bike, 01 multi-purpose gym, 01 twister, multipurpose bench, crunches bench, rods, weights and dumbbells etc.				
15	<b>Net Amount in Words (13-14)</b>				

**#Bid without buyback quote is liable to be rejected**