

PART - I

TENDER DOCUMENT FOR

**TENDER for External Painting and Repair Works of NABARD House Residential
Quarters, Mumbai-400051**

Tender schedule	
Issue of Tender	19.12.2023
Pre-Bid Meeting	02.01.2024 on 11.00 Hrs.
Last date for submission of Tender	11.01.2024 up-to 15.00 Hrs.
Opening of Technical Bids	12.01.2024 at 15.30 Hrs.
Opening of Price Bid	Will be communicated



NABARD

Department of Premises, Security and Procurement

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT HEAD
OFFICE, BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI- 400051**

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Date: 18.12.2023

M/s

Dear Sir,

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

TENDER for External Painting and Repair Works of NABARD House Residential Quarters, Mumbai-400051

1. NABARD intends to undertake the work of “External Painting and Repair Works of NABARD House Residential Quarters, Mumbai-400051” and therefore, invite offer from the contractors/firms for the same work. The bidder/System Integrator shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of [CPPP and NABARD Website](#).
2. The interested tenderers can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website [of CPPP](#) only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
3. The tender document is available on NABARD website www.nabard.org and CPPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. EMD of Rs. 1.20 Lakh amount shall be payable.
5. The EMD amount shall be directly credited to NABARD account as detailed below –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD0000002
Account Number	NABADMN07

6. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
7. MSE registered vendor are exempted for EMD. For this they need to submit valid MSE registered certificate.

8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
9. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD's website www.nabard.org OR Central Public Procurement Portal i.e. <https://eprocure.gov.in>
10. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged Ms. Trusha Sonawane as a Facility Management Personnel for facilitating e-tendering services on CPPP portal. The contact details are mentioned as under:

Contact details for online e-tendering support –

Sr.no.	Name of Person	Contact no.
1.	Ms. Trusha Sonawane	022-26539464 (Extension-112) e-Mail : fmp.cppp@nabard.org

11. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login CPPP.

12. Technical Bid (Part-1) i.e. shall contain;

- EMD counter-foil OR required MSE and NSIC enlistment certificate
- Notice Inviting Tender
- Form of Tender
- Pre-qualification criteria of the contractors
- Special Instructions to Bidders
- General terms and conditions
- Technical Specifications and compliance sheet
- List of approved makes of materials/trade
- Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria.
- Integrity pact – The tenderers have to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. **It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.** Bank has appointed Independent Monitor Shri. Dr. Sanjay Kumar Panda, IAS (Retd.) (Hereinafter referred to as Monitor) for this consultation with the Central Vigilance Commission.

13. Price Bid (Part-2) shall contain:

- Duly Priced Schedule of Quantities

14. **Technical bid** will be opened on the same day (last day of receipt of tender) or on any other date as intimated to the bidders at **15.30 hrs.**

15. Price bid -

- It should not contain any conditions whatsoever and any conditional bids shall be rejected.

b. It will be opened on some suitable date, which will be communicated later.

16. Before filling up the tenders, the bidders may note the following:

- a. Validity of the tender shall be 3 months from the date of opening of Price Bid.
 - b. Time of Completion: The time of completion for the total project shall be 03 months from the 10th date of issue of work order.
 - c. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
 - d. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
17. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
18. **A pre-bid meeting has been arranged at site i.e. NABARD House Residential Quarters -400051 on 02/01/2024 at 1100 hrs.** in presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid or any other document after pre-bid meeting, if required, and same will be uploaded on website.

Sd/-

R.K.Agrawal
(Dy. General Manager)

2. FORM OF TENDER

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

Date:

Dear Sir,

TENDER for External Painting and Repair Works of NABARD House Residential Quarters, Mumbai-400051

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

2. MEMORANDUM

Subject	Specification
Description of work	TENDER for External Painting and Repair Works of NABARD House Residential Quarters, B.K.C, Mumbai-400051
Location	“NABARD House Residential Quarters, Mumbai- 400051
Earnest Money	Rs. 1,20,000/-
Time allowed for completion of the work	The time of completion for the total project shall be 04 months from the 10 th date of issue of work order.
Defect Liability Period	1 years from the date of virtual completion Certificate as certified by the Bank's Official.
Retention Money Deposit (RMD)	RMD @5% shall be deducted from the Running bill
Security Deposit	Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be 5% of the total value of work executed. No interest will be paid on it.
Clarification	Bidder have to submit the detailed rate analysis with justification, if required by the Bank.
Value of work for interim certificate	Rs. 20 Lakh.
Water & Electricity	As far as possible, water and electricity shall be provided by the NABARD. In-case of non-availability, contractor may have to arrange the water & electricity on their own.

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

Our Bankers are:

- i) Bank, Branch,, Mumbai
- ii) Bank, Branch,, Mumbai
- iii) Type of account: Savings / Current account
- iv) Bank Account No. :
- v) IFS code of Bank and branch :

The names of partners of our firm are:

- i)
- ii)
- iii)

Name of the partner of the firm
Authorized to sign:

OR

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

Yours faithfully,

Signature of Tenderer with stamp

3. PRE-QUALIFICATION CRITERIA OF THE BIDDER

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

S.No.	Description
1.	<p>The bidder should have experience of executing External Painting and Structural Repair works during the last 5 years as on 31.03.2023. Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies(Copies of Purchase Orders and completion certificates as required by Technical Bids received from Government Departments / PSUs / Autonomous Bodies during each of the last five years should be enclosed / uploaded with clearly indicating the annual payment given to the bidder.</p> <p>Following documents should be submitted:</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). 2. Completion Certificate (s) OR Copy of duly certified bill (s) / Invoice from client.
2.	<p>Experience of having successfully completed Similar works during last 5 years (ending 31.03.2023) should be either of following:</p> <ol style="list-style-type: none"> a. three similar completed works whose individual work value is costing not less than Rs. 24.00 lakhs. b. two similar completed works whose individual work value is costing not less than Rs. 30.00 Lakhs. c. one similar completed works whose individual work value is costing not less than Rs. 48.00 Lakhs. d. Definition of Similar Works: Experience in successful completion of the work during last 5 years “similar works” for the purpose of qualification: External Painting and Structural Repair Works.
5.	<p>Proof for the presence of Office set-up in Mumbai, Maharashtra. The bidder should have direct support office at Mumbai Metropolitan Region (MMR)/Thane/Navi-Mumbai. Proof of address of office and the relevant work order/contract document.</p>
6.	<p>Minimum Average Annual Turnover of the bidder (For 3 years) - Rs. 18.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid)</p>
7.	<p>The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2023). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.</p>
8.	<p>Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD</p>
9.	<p>EMD amount of Rs. 1.20 lakh in case not seeking exemption.</p>
9.	<p>Signed and stamped Integrity Pact on Rs. 200 non-judicial stamp paper</p>

10.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
11.	Copy of GST Registration Certificates
12.	Copy of PAN Card
13.	Copies of Income Tax Return filed for last three financial years ending 31.03.2022
14.	Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2022 including audited balance sheet and Profit & Loss Account.
15.	Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper at tenderer’s cost with Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.

4. GENERAL INSTRUCTION TO BIDDERS

1. Instructions to Bidder

Please note that pre-Contract Integrity pact is invariably to be submitted along with the part-1 of the tender failing which the tender shall be rejected

The Firm / contractors who have minimum 5 years of experience (ending 31.03.2023) in undertaking similar works of Planting and Structural Repair and who fulfil the following criteria are eligible to tender :

- Should have carried out minimum 3 similar work during last 5 years (ending 31.03.2023) with contract value (costing individually) not less than Rs. 24.00 Lakhs.
OR
 - Should have carried out minimum 2 similar works during last 5 years (ending 31.03.2023) with contract value (costing individually) not less than Rs. 30.00 Lakhs.
OR
 - Should have carried out minimum 1 similar works during last 5 years (ending 31.03.2023) with contract value (costing individually) not less than Rs. 48.00 Lakhs.
- The tenderers should also have average Annual Turn over of Rs.18.00 lakh during the last three years ending 31 March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
 - The contractor/firm must have their registered office in Mumbai / Navi Mumbai and valid registration for GST etc. The contractor shall submit the copies of registration certificates for verification.
 - The tenderers advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
 - The tenderer shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
 - Intending contractors are required to submit their profile by giving details in the enclosed Pro-forma about their Organization, experience, professional personnel in their Organization, competence, etc.

Pre-Bid Meeting

A pre-bid meeting of the intending tenderer will be held at 11:00 hrs on the 02/01/2024 to clarify any points / doubts raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the points/ conditions/ specifications requiring clarifications shall be given in writing addressed to, The Chief General Manager, DPSP, NABARD HO, Mumbai on dpsp@nabard.org. These issues will be discussed and clarifications if any, will be published on NABARD website.

Any such clarifications will form part of the tender. The tenderer are expected to get all the issues clarified during the above meeting and, should strictly desist from deviating from NABARD's tender conditions/specifications in their tender (Part – I and Part –II)

Submission of Tender

- a. Tenderer are advised to use only the forms issued by NABARD. However, if they desire to submit additional information, they may do so on their own letter head / paper. Each page of the forms shall be signed by the contractor. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature.
- b. Part I - This part shall contain the covering letter, un-priced tender consisting of complete technical specification and commercial terms and conditions. Part I of the tender as submitted shall also contain the following:-
 - Earnest Money Deposit in form of Bank Deposit.
 - Signed, sealed and stamped pre-bid pre-contract Integrity Pact on non judicial stamp paper of Rs 200/- as per the proforma given in the tender document along with the Part-I of the tender failing which the tender will be summarily rejected.
 - No extra work/facilities shall be provided by NABARD except those mentioned in the tender document.

c. Part II - Price Bid

- This part shall contain prices in Indian Rupees only as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.
 - 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 provision of the tender to complete in all respect .
 - Bills to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
 - The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the completion of work.
- d. Tenderer shall supply all tools, plants, labour and consumables etc. as required for executing the work as per tender.
 - e. During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and contact his past clients for verification of information given by the applicant. On visiting the site if, committee finds quality of the work executed is not satisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor, if found to be fraud rant/ manipulated/ false/amended, the contractor shall be blacklisted for minimum period of 03 years for working in NABARD.
 - f. During the execution of work, contractor must deploy qualified personnel having experience in excuting the similar works.
 - g. **SITE VISIT MANDATORY:** The Bidder may visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the said works. The costs of visiting the Site shall be at the Bidder's own expense. Site inspection report dully signed by the Bidder should also be submitted with the tender along with the documents as given below.

SITE VISIT SCHEDULE: AT THE SAME TIME OF PRE-BID

Site Inspection Report:

This is to certify that M/s.....visited the “NABARD House Residential Quarters, Mumbai -400051, on..... and understood the general working condition and the mode of operations.

Name and Signature _____

- l.** The contractor should submit undertaking/affidavit duly notarized stating that his / their/her firm is not blacklisted in NABARD/ Govt. / semi Govt. institutions on Rs. 100/-stamp paper. The undertaking/affidavit should be of latest date and in original.
- m.** The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will render applicant not eligible for qualification of bid without any intimation.
- n.** The duly filled application form shall be uploaded in ***CPPP Website*** after duly filled and signed on each page of tender. Incomplete tender liable to be rejected.
- o.** Price bid shall be opened of only those contracting firm who are qualified in pre-qualification in response to the application received for this notice.
- p.** Application containing false and/ or incomplete information is liable for rejection and consequences.
- q.** The application must be submitted in the Pro-forma without editing the text whatsoever. Any Violation of this condition shall render the application invalid.[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III].
- r.** The tenders shall be signed by the person/persons on behalf of the Organization having necessary Authorization/Power of Attorney to do so. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application,if required).
- s.** If the space in the Pro-forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the Pro-forma and serial number. Separate sheets shall be used for each part of application, if required.
- t.** Tenders containing false and/or incomplete information are liable for rejection.
- u.** While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/completion value of **Rs. 24.00 lakhs and above**. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
- v.** The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD.
- w.** The applicant must have successfully completed the work according to the eligibility criteria under pre-qualification criteria.
- x.** In case L-1 bidder quotes abnormally low rates the bank may ask such bidder to submit the rate analysis of the item with justification. Failure to which, bid may be considered non-responsive and liable for rejection.
- y.** Water & Electricity supply for work execution: The client may provide Water & Electricity. In case of non-availability of the same, contractor may arrangement the

- cost on its own. All the necessary arrangement for electricity points i.e. cable, switch etc. contractor shall provide same.
- z.** The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the e-tendering web-site.
- aa.** Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.
- bb.** All the protocols / guidelines related to COVID- 19 or other matters fixed by government to be followed by the contractor at his own cost.
- cc.** Taxes- The prices quoted for the work shall be deemed to have included all taxes, custom duty, excise duty, GST or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to commence from the 10 days after the date of Work Order from NABARD till the issue of Virtual Completion Certificate. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and GST-TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor. The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.
- dd.** Validity of Tender- The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.
- ee. Earnest Money, Initial Security Deposit and Retention Money Deposit**
 Earnest Money Deposit The Tender must be accompanied by Earnest Money in the form of Direct Deposit in the Bank through NEFT OR Valid MSE registration certificate. Tender not accompanied by EMD OR Valid MSE registration certificate shall be rejected. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.
- ff. Initial Security Deposit ;** The successful tenderer to whom the Contract is awarded shall deposit as initial security deposit of a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money Deposited by him. The successful tenderer shall pay Initial Security Deposit within fifteen days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or noncompliance with the conditions of the Contract. The initial security deposit amount will be adjusted or included in the retention money as per sub-Clause herein below. The contractor may also submit bank guarantee in lieu of the ISD as per the format enclosed.
- gg. Retention Money Deposit :** Apart from the initial security deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from running bills @ 5% of the gross value of bill amount after adjusting the initial security deposit and claimed in each running account bill. Provided that the total security deposit, the initial security deposit amount plus the retention amount shall put together not exceed 5% of the Contract price as determined after considering all variations as approved. On virtual completion of the job, the Employer shall declare the job to be virtually complete and upon this an amount equivalent to 5% of the total contract amount shall be retained by the Employer till the end of the Defects Liability Period (1 years

reckoned from the completion of work). All repair costs during aforesaid Defects Liability Period of 1 years shall be borne by the Contractor. If the Contractors do not carry out the rectification work during the Defects Liability Period, then the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the amount so retained.

hh. Lowest Tender Not Necessarily To Be Accepted

1. NABARD is not bound to accept any or all tenders or to assign any reason for non-acceptance.
2. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though NABARD may elect to modify/withdraw the tender.

ii. Right to Accept Part Tender: NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

jj. Labor stay at site: No Labor stay is allowed

kk. Signing of Contract Agreement

1. The General instructions to the tenderer and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
2. The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
3. On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.
4. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.

ll. Inspection of materials/work at site

1. NABARD at its discretion may inspect the material at site or elsewhere. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.
2. NABARD's officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by NABARD's officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to NABARD's officials a similar right.
3. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

4. NABARD's officials carrying out the inspection shall have the power to certify/ accept/ reject as follows :
 - a. Before any material or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
 - b. To reject any material or parts submitted as not being in accordance with the specification;
 - c. To reject the whole of the material tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
 - d. To mark the rejected material with a rejection mark so that it may easily be identified if re-submitted.

mm. Completion Period: Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme in the form of Bar Chart/PERT which shall be approved by NABARD. The tenderer shall indicate the time schedule as per the broad items of work listed below. The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 10th day of Work Order. Such chart shall include all activities like the date of supply of material at site, completion of work etc., NABARD may provide open space within the compound of the building. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/ enclosure for lockable storage to be erected by the vendor at his cost and shall be dismantled upon completion of work and all disposed materials to be stacked outside municipal limits by the contractor at his risk and cost.

nn. Insurance: On or before the date of commencement of the contract, the contractor shall take all insurances at his cost covering all kinds of risks till end of defect liability period of the work, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall take at least the following risk related policies:-Contractor's All Risk Policy at 1.25 times of the value of the contract. Workmen compensation policy for all the workmen of the contractor at site. Third party liability policy of Rs.30 lakhs in a year.

Note:

- **These policies shall remain valid for all the time during the currency of the contract till the issuance of the Virtual Completion Period.** If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.
- The Contractor shall provide NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defect liability period.
- All insurance to be effected by the Contractor, and/or his sub-contractors, or nominated sub-contractors, if any, shall be taken only with any of the Nationalised Insurance Companies approved by NABARD.
- The Contractor has to Add-on covers under this policy, if at all they are not included under the original policy like:

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

oo. Terms of Payment

- a. Payment shall be paid in the Running bill. Against work done value as certified by the NABARD Officer after taking joint measurement and complied with all other terms and conditions.
- b. Final bill shall be released after complete measurement along with issuance of VCC, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
- c. The Bank will recover 5% amount in first paid bill towards Retention Money Deposit.
- d. No payment will be made without valid insurance policies.

Other Issues

- The Contractor shall carry out all the work strictly in accordance with the instructions of NABARD's officers. If in the opinion of NABARD's Officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of NABARD, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.
- A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD.
- The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.
- The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
- The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay. He

should make his own arrangement for storage and protection of all materials supplied by him.

- The work has to be carried out in Residential premises and, therefore, may have to be carried out during restricted hours / Saturdays / Sundays / NABARD's holidays etc. so that resident does not get affected.
- The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD.
- **Contract Agreement:** The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- **Confidentiality:** The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the written permission of NABARD.

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

Signature of Witness with date
Address-----

Signature of tenderer with date
Address -----

5. SPECIAL INSTRUCTIONS TO BIDDERS

- a. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the site and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
- b. The rates quoted in the tender shall include all charges for scaffolding, centring, hire charges for any tools and plants, sheds for material, marking out and clearing of site etc. as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **Tenderers must include in their rates GST and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable.** No claim in respect of GST or other tax duty or levy shall be entertained by the Employer.
- c. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
- d. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in relevant clause of the Conditions of Contract. The tenderer shall before commence work prepare a detailed work programme and submit the same within 10 days from the award of work.
- e. Tenders will be considered only from bonafide eligible contractors.
- f. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- g. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
- h. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- i. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

CONTRACTOR'S LIABILITY AND INSURANCE: From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning,

explosion, earthquake, storm, hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

- a. For the purpose of this condition, the expression “from the commencement to completion of work” shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.
- b. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, **for their full value provided under this contract, increased by 25% of the contract value** against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in instalments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.
- c. If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.
- d. **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.
- e. **Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub-Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance**

policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

- f. The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.
- g. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.
- h. If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- i. All insurance to be effected by the Contractor, shall be taken only with any of the Nationalized Insurance Companies approved by the Employer.**
- j. We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.
- k. **SCHEDULE OF QUANTITIES:** The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Bank's Officer and shall be considered to be approximate and no liability shall attach to the Bank's Officer for any error that may be discovered therein.
- l. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- m. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY :**The Contractor shall provide everything necessary for the proper execution of the works according to the true

intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Employer, who shall decide which shall be followed, and their decision shall be final and binding on all parties. The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary centring, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall pull down and remove any or all such scaffolding, after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultant / Employer.

n. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES**

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Bank's Engineer 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 Bank's Engineer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from 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 Bank's Engineer, before any such infringement and received 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.

- o. **MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:** All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Officer and NABARD may require. The Specifications shall wherever not mention in the tender be taken in accordance with the latest CPWD Specifications and its latest revision or BIS, if any. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer

and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

- p. **SETTING OUT :** The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank's Officer and NABARD. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon, to the satisfaction of the Bank's Officer and NABARD. The Bank's Officer and/or his representatives shall from time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.
- q. **CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS:** The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank's Officer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Bank's Officer or his representative whenever required if demanded by NABARD. The Contractor shall maintain and be represented on site by qualified site supervisor, having sufficient experience in the said field, at all times while the work is in progress, details of the Site Supervisor must be shared prior commencement of the work. The site Supervisor must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Officer to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer should be able to read, write and speak English.
- r. **DISMISSAL OF WORKMEN:** The Contractor shall on the request of the Bank's Officer immediately dismiss from the works any person Employed there-on who may, in the opinion of the NABARD, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Bank's Officer.
- s. **ACCESS TO WORKS :** The Bank's Officer and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank's Officer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank's Officer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Bank's Officer for doing so.
- t. **MEASUREMENT OF WORKS:** The Bank's Officer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified personnel to assist the Bank's Officer or their

representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Officer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mention in the tender be taken in accordance with the Indian Standard of "Method of Measurement, if any". The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

u. 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 works thus ascertained are less or greater than the amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:-

- i. 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 as the work priced therein.
 - ii. The net rates or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (iii) hereof.
 - iii. Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount 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's Engineer, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works 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's Officer shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by the Bank before finalization of such rates. No escalation shall be entertained on the extra or deviated items.
- v. **REMOVAL OF DEFECTIVE WORK AND MATERIALS :** The Bank's Officer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Bank's Engineer are not in accordance with the specifications or the instructions of the Bank's Officer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Bank's Officer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank's Officer in consultation with the Bank's Officer may allow such work to remain and in that case may make allowance

for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

w. **DEFECTS AFTER COMPLETION** :Any defect may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of three years after the Virtual Completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Bank's Officer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Bank's Officer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor.

x. **DELAY AND EXTENSION OF TIME**

If in the opinion of the Bank's Officer the works be delayed

- i. by force majeure or
- ii. by reason of any exceptionally inclement weather or
- iii. by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or
- iv. by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Bank's Officer and not referred to in the Schedule of Quantities and/or Specifications or
- v. by reason of Bank's Officer instructions, or
- vi. by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
- vii. in consequence of the Contractor not having in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing, ahead of time, giving the Bank's Engineer reasonable time to prepare such instructions, the Bank's Officer shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Officer to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.

y. **Keeping Site Clean**

The contractor shall at all times keep the Site clean and shall dispose of all rubbish and

offensive material in a manner approved by the Employer.

z. Avoidance of Nuisance

- a. The Contractor shall take all necessary precautions in reducing noise of plant by means of mufflers, silencers, screens, etc.
- b. Work liable to create dust shall be well wetted before being executed.
- c. The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Employer taking care to cause minimum amount of noise, dust and another nuisance at the site.

aa. Mobilization Advance

No advance payment shall be made.

bb. Terms of Payment

- a. No advance payment.
- b. Running bills will be paid subject to minimum values of Rs. 20.00 Lakh per running bill., subject to retaining 5% under Retention Money Deposit.
- c. Final bill shall be released after complete measurement along with issuance of VCC by the Bank and approved by the Bank, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
- d. The Bidder has to submit the RMD/Bank Guarantee of 5 % of the work order.

DECLARATION BY THE CONTRACTOR

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

(SEAL & SIGNATURE OF THE TENDERER)

Place:

ADDRESS:

DATE:

6. SCOPE OF WORKS

The scope of work is described in BOQ of Contract and detailed out in the tender document. The Contractor shall carry out and complete the said works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the NABARD. The NABARD may in their absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to.

- (a)** The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- (b)** Providing sample color/shade of painting and the same may be showcased at site for selection prior to the execution.
- (c)** Any discrepancy in or divergence between the Drawings or between the schedule of quantities and/or drawings and/or specifications.
- (d)** The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof.
- (e)** The removal and/or re-execution of any works executed by the Contractor.
- (f)** The postponement of any work to be executed under the provisions of this Contract.
- (g)** The dismissal from the works of any person employed thereupon.
- (h)** The opening up for inspection of any work covered up.
- (i)** The amending and making good of any defects.
- (j)** Coordination of work with other agencies.
- (k)** The employer shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- (l)** It shall be contractor's responsibility to maintain the installation installed by him during the Defects Liability Period without any extra cost.

The contractor shall forthwith comply with and duly execute any work comprised in such NABARD instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the NABARD shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Bank's Engineer such shall be deemed to be the NABARD instructions within the scope of the contract.

Where extra work cannot properly be measured and valued the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the NABARD and the materials deployed, shall be delivered for verification to the NABARD not later than the end of the week following that in which the work has been executed.

If the contractor fails to comply with NABARD instructions within a fortnight after the written notice from the NABARD requiring compliance with such instructions, the Bank through the NABARD may employ some other agency to

execute any work whatsoever which may be necessary to give effect to such instructions. For the purpose of entering day to day instructions by the NABARD, the contractor shall maintain at his own cost, a '**Site Instruction Book**' in quadruplicate in which the instructions will be entered by NABARD.

Instruction to the Contractor shall be generally issued through NABARD. However, NABARD or client for the sake of urgency as a result of inspection may issue some instructions directly with the knowledge of the NABARD who should ratify the same properly.

DECLARATION BY THE CONTRACTOR

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

Seal and Signature of the contractor

Place:

Date:

7. TECHNICAL SPECIFICATIONS

1. **Patch Repairing:** - The Patch repairs shall generally be carried out as under:
 - Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.
 - The surface to be patch plastered, shall be wetted thoroughly and if plain, shall be roughened up by hacking.
 - The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
 - The cement mortar used shall be 1:6 (one-part cement to six parts of sand by volume) and the work shall be done as directed by the Engineer.
 - The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.
 - Wide cracks in plaster, if any shall be grooved as directed and should be filled by polymer modified cementitious repair mortar such as Roff Plaster coat R 03 & 05 or equivalent make, as per manufacturer specifications. No payment will be made for this operation.
 - Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with "SNOW FILLA" or mentioned in schedule of quantities specifications. The rates quoted for respective items shall be inclusive of this operation.
 - **Measurement:** The measurements of the patches exceeding 0.1 Sq.Mt. in area shall only be recorded. The patching work having 0.1 Sq.Mt. or less in area shall not be measured and paid for.
2. **Scaffolding:** Unless otherwise instructed by the Engineer, single/double bamboo scaffolding (or MS props, if required at site) having two sets of vertical supports 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. 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.
3. **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 Acrylic waterproof exterior emulsion:** Apply two coats of exterior emulsion as per manufacturers specification and colour/shade as approved by the Bank after applying a coat of exterior primer.

- **Painting for Interior surfaces:**

Acrylic Interior Emulsion: The paint shall be of approved manufacturer and shade. Preparation of surfaces: Old paint and neeru should be completely removed by scraping manually and using machine hand cutter till the original plastered surface to be exposed. After that, all loose particles should be removed with wire brush. Finally surface should be washed thoroughly with potable water and clean the surface from all impurities. Then the surface should be allowed to dry. Patch plastering should be done wherever it is required. Patches more than 0.1 sqm will be paid extra. Apply two coats of Birla white wall care putty of about 3mm thickness as per manufacturer specification over the cleaned surface.

Application of Wall Care Putty.

The plastered surface after scrapping and patch plastering has to be brought to level by applying one coat of Birla putty MF to required thickness (not more than 3mm thickness). If more thickness is required to make the surface level in any areas, then the same has to be done in more than one coat of Birla Putty MF as per manufacturer specifications.

Then make the surface even & smooth with one or two coats of Birla Putty SF to required thickness (not more than 1.5mm thick). The unevenness on the surface may be removed by gently levelling the surface with very fine water proof emery paper, not less than 500 number, to get a glossy white surface. The surface should be brought to proper line and level to such an extent that no undulations could be visible and all the edges and corners should be finished very sharp to look like a narrow hair line.

Preparation of paint: The paint shall be prepared strictly according to the manufacturer's instructions and specifications.

Application of paint: Apply two coats of interior emulsion as per manufacturers' specification and colour/shade as approved by the Bank. Paint shall be applied uniformly by using soft bristle brush and shall be finished with roller.

Oil Bound Distemper: As specified in (i), (ii) & (iii) above under acrylic interior emulsion

Enamel painting:

Wood and Plastered surface: While preparing surface in old wood work, accumulated dirt, grime, mould due to dampness etc. shall be removed and the surface examined for defects. all projections such as glue or whiting spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed and gaps filled with seasoned timber piece and made level with the rest of the surface. Surface of previously painted wood work, if it is smooth and in good condition, shall be cleaned with white spirit or other detergent. Rub surfaces with abrasive paper, wash clean, remove with fresh water and allow the surface to dry. Defective and loose putty shall be replaced. Where old painted surface has become badly blistered and cracked, the paint shall be completely removed either with blow lamp or with an approved quality paint remover. In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper, the old coating shall be thoroughly scraped off till the original plaster surface is exposed. If old paint is oil paint and in good condition, surface shall be sand papered and cleaned. Painting shall be carried out as much as possible in dry and warm weather. Two coats of paint shall be applied to the surface as per schedule of work.

Application of paint:

The enamel paint shall be of first quality unless otherwise specified. The painting work shall be carried out as per manufacturer's specification and as specified in 2-A (iii) above and the in coats specified under respective items.

1. Enamel painting to steel work:

- a)** The work shall generally be carried out as per I.S. 1477 (1959), wherever applicable and as directed by the Engineer.
- b)** The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scrapping 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.

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

(i) 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.

(ii) 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.

(iii) 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.

• Polymer Modified Cement Mortar and Anti corrosive coating.

i) Break open the loose and damaged concrete. Remove loose rust from reinforcement by light tapping or hammering. Apply rust removing chemical such as Rusticide of M/s Sunanda / Dr. Fixit or other equivalent make on exposed surfaces of reinforcement. After 24 hours, wipe the reinforcement with cotton cloth and apply passivator coating using Polyalk Fixoprime of Sunanda make (or equivalent material from Dr. Fixit or any other approved brand) and cement slurry in the weight ratio 1:1.25 on the exposed surfaces of reinforcement.

ii) After 24 hours, apply first coat of bonding layer with Sunanda make Polyalk EP / other equivalent product as approved, Cement slurry in the proportion 1 : 0.5 by weight to concrete area.

iii) Before drying the bonding coat, place polymer modified cement mortar with Polyalk EP of Sunanda or other equivalent approved make in the ratio 1 Kg (Polyalk EP) : 5kg(Cement) : 15 kg(Quartz Sand) with controlled water @ 1 liter. Level the surface with trowel and finish the surface.

LIST OF APPROVED MAKES OF MATERIALS / TRADE

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.

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

S No.	Material	Brand
1.	Interior Acrylic emulsion	Premium Emulsion of Asian Paint and Beauty Gold washable emulsion of Nerolac or equivalent
2.	Wall putty	Birla white / J.K. white or equivalent
3.	Exterior Acrylic Emulsion	ICI Dulux, Goodlac Nerolac, Asian paints or equivalent
4.	Synthetic Texture	ICI Dulux, Goodlac Nerolac, Asian paints or equivalent
5.	Elastic crack filling compound	Specified / Prescribed by the manufacturer viz. M/s. Sunanda specialty coatings pvt. ltd / M/s. Asian Paints / M/s. Nerolac / M/s. Dr. FIXIT / M/s. ICI Dulux or other approved equivalent make (like of M/s Choksi, M/s Sika)
6.	Silicon Sealant	M/s Dow Corning / M/s Sunanda specialty coating/ Dr. Fixit/ M/s Choksey Chemical or other approved equivalent
7.	Polymer latex	Sunanda / Monoband / RBR / SIKA or equivalent
8.	Cement	ACC / Ambuja / L&T / Sankar / Ramco / Coromandel or equivalent
9.	Sand	Vaitrana river sand or equivalent
10.	White CEMENT	Birla White, JK or equivalent
11.	Rust Passivator	Ruskil / Rusticide or equivalent
12.	Super Plasticiser	Supercon 100/ Conplast 211 or equivalent
13.	Water Proofing Compound	CICO / Algiproof /Impermo/ Fosroc/Dr. Fixit/Roff/Sunanda or equivalent

DECLARATION IN RESPECT OF LIST OF APPROVED MAKES OF MATERIALS / TRADE

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

SAMPLES FOR APPROVAL

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

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

Date :

Seal & Signature of the Contractor

Place :

8. SAFETY PRECAUTIONS

1. Appropriate precaution should be taken care of during the work.
2. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
3. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. Care must be taken while unpacking. Band cutter should be used to cut all steel straps securing the package.
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. Workers employed on mixing and handling material shall be provided with protective footwear and rubber hand gloves.
8. Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
9. The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
10. All workers shall be provided with helmet, Safety Shoes and Safety belts.
11. All workers shall be provided kits in order to ensure the COVID-19 appropriate behavior in the premises.

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

Date:

Signature of tenderer

Place:

Name, Address & Seal

9. Information to be furnished by the Bidder:

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 24.00 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed pro-forma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs. 24 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed pro-forma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2023). Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

Note: Statements I, II & III are enclosed.

STATEMENT - I

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

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

*** Use separate/additional sheets as per the requirement**

Signature of the applicant with full address and office seal

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

STATEMENT - II**List of important contracts executed by the contractor ***

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract.	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Value of the work ** (Rs in lakh)	
				Stipulated	Actual		
1	2	3	4	5	6	7	

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 24.00 lakhs and above only.

*** Attach client's certificates, Copy of work order, Scope of work etc.

Signature of the applicant with full address and office seal

STATEMENT - III

List of important contracts ON HAND being executed by the contractor*

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the Contract.	Name of owner and indicate whether it is a State Govt./ Semi-Govt./ Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (Rs. in lakh)
1	2	3	4	5	6	7	8

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 24.00 lakhs and above only.

*** Attach client's certificates

Signature of the applicant with full address and office seal

10. ARTICLES OF AGREEMENT

(On a Rs 200/- Non- Judicial stamp paper)

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and M/s (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at, Mumbai of the other part.

WHEREAS the Employer is desirous of getting executed the work of “.....” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for carrying out the work of “.....” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.

7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at its sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.
8. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within **03 Months** as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
11. That the all parts of this contract have been read and fully understood by the tenderer.

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

Signature Clause

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

(Name & Designation)

In the presence of:

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

Seal & Signature of the Contractor

SIGNED AND DELIVERED by the Bidder

(Name, Signature & Designation)

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

11. INDEMNITY BOND

Know all men by these presents that I, Shri.....of M/s do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-KurIa Complex, Bandra(E) Mumbai-400051 and M/s having their registered office at, Mumbai – 400051 on this day of 2023.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to “.....”.

THIS DEED WITNESSETH AS FOLLOWS: -

I/We, on behalf of M/s hereby do indemnify *to keep NABARD and its Employees harmless* against and from

any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any *of our* sub-contractor/s if any, servants or agents.

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

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

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

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

Signature

IN THE PRESENCE OF WITNESSES:

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

12.Format of VIRTUAL COMPLETION CERTIFICATE

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

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

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

Signature of the Contractor:

Place :

Date :

Name :

Address :

Seal :

संविदा पूर्व सत्यनिष्ठा करार

PRE CONTRACT INTEGRITY PACT

(रु200 ./- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए

to be submitted On Rs. 200/- Non-judicial stamp paper)

सामान्य General

बोली पूर्व संविदा पूर्व यह करार) इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है (दिनांक _____ को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक) नाबार्ड (के प्रतिनिधि श्री _____, मुमप्र, डीपीएसपी, नाबार्ड, प्रका, मुंबई, (इसके बाद यहाँ इसे" नियोक्ता "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिती शामिल होंगे (और दूसरे पक्षकार मैसर्स _____ के प्रतिनिधि श्री _____, मुख्य कार्यकारी अधिकारी) जिन्हें बाद में यहाँ" निविदाकार "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिती शामिल होंगे (के बीच निष्पादित किया गया है .

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

जबकि नियोक्ता " नियोक्तानाबार्ड प्रधान कार्यालय और नाबार्ड हाउस आवासीय क्वार्टरों में कीट नियंत्रण सेवाएँ" का कार्य कराने का प्रस्ताव करता है और निविदाकार इस कार्य के लिए कोटेशन देने हेतु इच्छुक है और है किया प्रस्तुत कोटेशन /

WHEREAS the Employer proposes to carry out the work of " _____ " and the Tenderer is willing to offer/ has offered the quotes and

जबकि निविदाकार संबन्धित नियमों के अंतर्गत गठित एक निजी कंपनी /साझेदार /उपक्रम सार्वजनिक / अधिनियम नाबार्ड नियोक्ता और है एजेंसी निर्यात पंजीकृत, है निकाय कॉरपोरेट स्थापित तहत के 1981 24-सी .नं प्लॉट कार्यालय प्रधान जिसका, ब्लॉक 'जी', बांद्राकॉम्प्लेक्स कुर्ला-, बांद्रा(पूर्व) , मुंबई में स्थित है .

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

अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने के लिए संविदा के आरंभ से पूर्व, उसके दौरान या बाद में एक निष्पक्ष, पारदर्शी और किसी प्रभाव एक हेतु करने अनुसरण का प्रणाली कार्यव्यवहार रहित पूर्वाग्रह/ - है जाना किया निष्पादित करार

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

उच्च लागत से बचने और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए निर्दिष्ट प्रक्रियाओं के माध्यम से प्रतिस्पर्धी कीमतों पर वांछित विनिर्दिष्ट सामग्री को नियोक्ता लिए के करने प्राप्त उपकरण / और बनाने सक्षम

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

निविदाकारों को यह आश्वासन देते हुए कि उनके प्रतिस्पर्धी भी रिश्वत या किसी भ्रष्ट आचरण का प्रदर्शन नहीं करेंगे और उन्हें संविदा हासिल कराने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण से रोकने के लिए सक्षम करना और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे .

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

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं :

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

नियोक्ता की प्रतिबद्धता Commitments of the Employer

भी कोई का नियोक्ता जुड़ा से रूप अप्रत्यक्ष या प्रत्यक्ष साथ के संविदा कि है देता वचन यह नियोक्ता 1.1 प्रक्रिया बोली संबन्धित से संविदा इस पदाधिकारी, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में निविदाकर्ता से सीधे स्वयं अपने लिए या इस संविदा से जुड़े किसी व्यक्ति, संगठन या तृतीय पक्षकार के लिए प्रत्यक्ष रूप से या किसी मध्यस्थ के माध्यम से कोई रिश्वत , Seal & Signature of the Contractor

प्रतिफल, उपहार, पुरस्कार की लाभ के प्रकार किसी य अन् अथवा भौतिक य अन् कोई या पक्षपात ,
.करेगा नहीं मांग कोई

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

दौरान के चरण कॉन्ट्रैक्ट-प्री नियोक्ता 1.2 सभी निविदाकर्ताओं के साथ समान व्यवहार करेगा और सभी निविदाकर्ताओं को समान जानकारी प्रदान करेगा और ऐसी कोई भी जानकारी किसी विशेष निविदाकर्ता को प्रदान नहीं करेगा जो अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ प्रदान करते हों .

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

कार्यालय सरकारी समुचित पदाधिकारी सभी के नियोक्ता 1.3युक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पर्याप्त संदेह के बारे में रिपोर्ट करेंगे .

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

यदि निविदाकर्ता किसी पदाधिकारी और पूर्ण में बारे के दुराचार पूर्ववर्ती किसी के (पदाधिकारियों) / में दृष्टि प्रथम यदि और है करता रिपोर्ट को नियोक्ता साथ के तथ्यों योग्य सत्यापननियोक्ता द्वारा इसे सही पाया जाता है तो नियोक्ता द्वारा इस संबंध में आवश्यक अनुशासनात्मक कार्यवाही या अन्य आपराधिक कार्यवाही सहित कोई अन्य समुचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को संविदा प्रक्रिया से अलग कर दिया जाएगा में मामले ऐसे ., नियोक्ता द्वारा जारी जांच के दौरान संविदा के तहत चल रही कार्यवाही पर रोक नहीं लगाई जाएगी .

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

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

.3निविदाकर्ता यह वचन देता है कि अपनी बोली के किसी भी चरण के दौरान या संविदा पूर्व या संविदा पश्चात् इस संविदा को हासिल करने या इसे हासिल करने के प्रयास में भ्रष्ट प्रथाओं, अनुचित साधनों और

अवैध गतिविधियों को रोकने के लिए प्रतिबद्ध रहेगा और इस संबंध में विशेष रूप से निम्नलिखित के लिए प्रतिबद्ध है- :

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

3.1 निविदाकर्ता, संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी पदाधिकारी को इस संविदा से संबन्धित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में किसी व्यक्ति को सीधे या इस संविदा से जुड़े किसी संगठन या किसी तृतीय पक्षकार या किसी मध्यस्थ के माध्यम से कोई रिश्वत, उपहार, प्रतिफल किसी य अन् , भौतिक कोई , कार पुरस् , लाभ के प्रकार, कमीशन, शुल्क, ब्रोकरेज या कोई अन्य प्रलोभन नहीं देगा .

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

3.2 निविदाकर्ता यह भी वचन देता है उसने इस संविदा को हासिल या कार्यान्वित करने या नियोक्ता के किसी पदाधिकारी को किसी संविदा को हासिल करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, पक्षपातलाभ के प्रकार अन्य या हित के प्रकार य अन् अथवा भौतिक किसी ,, कमीशन, शुल्क, ब्रोकरेज या प्रलोभन नहीं दिया है संविदा य अन् किसी साथ के बैंक या करार इस अथवा , किया नहीं कार्य का अपनाने रवैया अपक्षपातपूर्ण या पक्षपातपूर्ण प्रति के व्यक्ति किसी में संबंध के . है किया नहीं वादा का करने या है

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

निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी प्रिंसिपल्स या सहयोगियों का खुलासा करेंगे .

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

द्वारा उनके को मध्यस्थ अन्य किसी या ब्रोकरों / एजेंटों में संबंध के संविदा / बोली इस निविदाकर्ता 3.4 .देंगे जानकारी की भुगतान वाले जाने किए

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

मूल लिए के स्टोर रक्षा वह कि है करता घोषणा से नियोक्ता और है करता पुष्टि की आगे निविदाकर्ता 3.5 प्रायो सरकार अधिकृत / इंटीग्रेटर / निर्माताजित निर्यात निकाय है और उसने इस संविदा को निविदाकर्ता को देने हेतु किसी भी व्यक्ति या फर्म या कंपनी के साथ इस संविदा के लिए आधिकारिक या अनौपचारिक रूप से मध्यस्थता नहीं की है और न ही इस प्रकार के किसी मध्यस्थता, सुविधा या अनुशंसा के लिए ऐसे किसी व्यक्ति , फर्म या कंपनी को कोई राशि दी गई है, देने का वादा किया गया है या देने की योजना है .

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

मोलभाव पूर्व संविदा या समय करते प्रस्तुत बोली तो या निविदाकर्ता 3.6के दौरान या संविदा पर हस्ताक्षर करने से पहले, इस संविदा के लिए नियोक्ता के किसी पदाधिकारी या उनके किसी पारिवारिक सदस्य, एजेंट्स, ब्रोकर्स या किसी अन्य मध्यस्थ को किए गए किसी भुगतान या किए जाने वाले भुगतान की जानकारी के साथव जाने दी में एवज के भुगतान इस साथ-ाले सेवा का ब्यौरा देगा .

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

3.7निविदाकर्ता इस संविदा में रुचि रखने वाली अन्य पार्टियों से सांठ-गांठ नहीं करेंगे जिससे निविदा प्रक्रिया की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति, निविदा मूल्यांकन, संविदा करना और उसके कार्यान्वयन को नुकसान हो.

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

3.8निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ प्राप्त नहीं करेगा.

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

3.9निविदाकर्ता नियोक्ता द्वारा व्यावसायिक संबंध के हिस्से के रूप में किसी भी इलेक्ट्रॉनिक डेटा कैरियर में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों के संबंध में Seal & Signature of the Contractor

दी गई किसी भी जानकारी का प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए अनुचित उपयोग नहीं करेगा अथवा किसी और को नहीं देगा .निविदाकर्ता ऐसी किसी भी प्रकार की जानकारी प्रकट न हों इस हेतु पर्याप्त सावधानी बरतने का वचन भी देता है.

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

3.10 निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन्य प्रकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है .

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

3.11 निविदाकर्ता ऊपर दर्शाए गए किसी भी कार्य को करने अथवा करवाने के लिए किसी भी तीसरे व्यक्ति को नहीं उकसाएगा.

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

3.12 यदि निविदाकर्ता अथवा निविदाकर्ता का कोई भी कर्मचारी अथवा निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति नियोक्ता के किसी भी अधिकारी का प्रत्यक्ष अथवा अप्रत्यक्ष रूप से रिश्तेदार है, अथवा विकल्पतः यदि नियोक्ता के किसी अधिकारी को किसी रिश्तेदार का निविदाकर्ता की फ़र्म में वित्तीय हित / हिस्सेदारी हो, तो निविदा भरते समय निविदाकर्ता को इसका उल्लेख करना होगा.

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

इस प्रयोजन के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 में परिभाषित किए गए अनुसार होगा.

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

3.13 निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा अथवा किसी भी प्रकार की आर्थिक लेन-देन में शामिल नहीं होगा.

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

4. पिछला उल्लंघन Previous Transgression

4.1 निविदाकर्ता इस बात की घोषणा करता है कि इस सत्यनिष्ठा करार पर हस्ताक्षर करने से पहले पिछले तीन वर्षों में इसके अंतर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ अथवा भारत में किसी सरकारी विभाग के साथ ऐसा कोई भी उल्लंघन नहीं हुआ जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सके.

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

4.2 निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान करता है तो, निविदाकर्ता को निविदा प्रक्रिया या संविदा के अयोग्य ठहराया जा सकता है, यदि पहले से ही संविदा दिया जा चुका हो तो, उसे इस कारण से समाप्त किया जा सकता है.

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

5. ब्याना राशि) प्रतिभूति जमाराशि) Earnest Money (Security Deposit)

5.1 वाणिज्यिक निविदा की प्रस्तुति के समय, निविदाकर्ता नाबार्ड के पक्ष में ऑनलाइन के माध्यम से ब्याना राशि / प्रतिभूति जमाराशि के रूप में रु. _____ नियोक्ता के पास जमा करेगा.

While submitting commercial bid, the TENDERER shall deposit an amount Rs. _____ as Earnest Money/ Security Deposit, with the EMPLOYER through online in favour of NABARD

5.2 अग्रिम धन / प्रतिभूति जमाराशि एक वर्ष की अवधि के लिए अथवा निविदाकर्ता और नियोक्ता को सम्पूर्ण संतुष्टि हो इस तरह से संविदात्मक दायित्वों के पूर्ण होने पर, जिसमें दोष दायित्व अवधि शामिल है, इनमें से जो भी बाद में हो तक वैध होगी.

The Earnest Money/ Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

5.3 सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मेंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मेंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए निर्णय के मामले में परफॉर्मेंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे.

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

5.4 नियोक्ता द्वारा निविदाकर्ता को अग्रिम धन /प्रतिभूति जमाराशि पर इसके चलन के दौरान कोई भी ब्याज देय नहीं होगा.

No interest shall be payable by the EMPLOYER to the TENDERER on Earnest Money/ Security Deposit for the period of its currency.

6. उल्लंघन के लिए प्रतिबंध Sanctions for Violations

6.1 निविदाकार अथवा उनके द्वारा नियुक्त किसी व्यक्ति अथवा उनकी ओर से कार्य कर रहे व्यक्ति द्वारा) निविदाकर्ता की जानकारी में हो या न हो (उक्त प्रावधानों में से किसी का भी उल्लंघन होने पर नियोक्ता, जहां कहीं आवश्यक हो, निम्नलिखित में से कोई एक अथवा सभी कार्रवाई कर सकता है.

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

निविदाकर्ता को बिना कोई कारण बताए या उनकी कोई क्षतिपूर्ति किए बिना निविदा-पूर्व चर्चा तत्काल रद्द कर सकता है . तथापि अन्य निविदाकर्ताओं के साथ निविदा प्रक्रिया जारी रहेगी.

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

नियोक्ता के निर्णय के अनुसार पूर्ण या आंशिक रूप से अग्रिम धन जमाराशि)निविदा पूर्व स्तर पर/(प्रतिभूति जमाराशि जब्त की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.

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

यदि संविदा का निष्पादन किया गया हो तो निविदाकर्ता को किसी क्षतिपूर्ति के बिना तत्काल संविदा समाप्त की जाएगी .

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

भारतीय निविदाकार होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से %2 अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर %2 एलआईबीओआर की वसूली की जाएगी . यदि किसी अन्य कार्य के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी .

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

नियोक्ता द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बांड / वारंटी बांड का नकदीकरण किया जाएगा .

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

निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा .निविदाकर्ता को इस प्रकार के रद्द/उत्सादन के परिणामस्वरूप नियोक्ता को हुए किसी नुकसान या हानि की क्षतिपूर्ति करनी होगी और नियोक्ता, निविदाकर्ता को देय राशि से यह राशि वसूली का हकदार होगा .

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

निविदाकर्ता को भारत सरकार की निविदा प्रक्रिया में भाग लेने पर न्यूनतम 5 वर्ष की अवधि के लिए प्रतिबंध लगा सकता है .नियोक्ता अपने विवेकाधिकार से इस अवधि को आगे बढ़ा सकता है.

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

इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ताओं (द्वारा किसी बिचौलिये या एजेंट या मध्यस्थ को किए गए सभी भुगतान की वसूली की जाएगी .

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

किसी संविदा के संबंध में नियोक्ता और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिसंहरणीय ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

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

इस करार के उल्लंघन के लिए दंड के रूप में नियोक्ता द्वारा परफार्मेंस बांड जब्त करने के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा .

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

6.2नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से) निविदाकर्ता की जानकारी से अथवा जानकारी के बिना (कार्यरत किसी के द्वारा इस संबंध में भारतीय दंड विधान, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा)6.1 i) से) x) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा .

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

6.3 निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियोक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी होगा .तथापि ,निविदाकर्ता इस करार के प्रयोजनों के लिए नियुक्त स्वतंत्र अनुप्रवर्तक) कों (को अभ् यावेदन दे सकते हैं .

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

7. उल्लंघन शर्त Fall Clause

7.1 निविदाकर्ता वचन देते हैं कि उन्होंने भारत सरकार के किसी मंत्रालय /विभाग अथवा सार्वजनिक उपक्रम को वर्तमान निविदा में उल्लिखित इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली को इस प्रस्ताव में दिए गए दर से कम में आपूर्ति नहीं की है /नहीं की जा रही है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय /विभाग या किसी सार्वजनिक उपक्रम को कम दाम पर इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली की आपूर्ति की है तो उचित समयावधि बीत जाने के बाद वर्तमान मामले में निविदाकर्ता नियोक्ता को ,निविदा पहले ही समाप्त हुई हो तो ,लागत के अंतर की पूर्ति करेंगे .

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

8. स्वतंत्र अनुप्रवर्तक Independent Monitors

8.1 इस करार के लिए नियोक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से श्री _____सरकार को स्वतंत्र अनुप्रवर्तक) आगे से यहाँ अनुप्रवर्तक कहा जाएगा नियुक्त किया है .

The EMPLOYER has appointed Independent Monitor Shri _____ (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 अनुप्रवर्तक स्वतंत्र और निष्पक्ष रूप से इस करार के अधीन पार्टियों द्वारा दायित्व के अनुपालन की समीक्षा करेंगे.

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

8.3 अनुप्रवर्तक पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे निष्पक्ष और स्वतंत्र रूप से अपना कार्य करेंगे .

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

8.4 दोनों पक्षकार इस बात से सहमत हैं कि अनुप्रवर्तक को इस परियोजना /अधिप्राप्ति संबंधी बैठकों के कार्यवृत्त सहित सभी दस्तावेजों को देखने का अधिकार होगा .

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

8.5 इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हें इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक्ता द्वारा नामित प्राधिकारी को इस बात की सूचना देंगे .

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

8.6 निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वारा उपलब्ध कराए गए दस्तावेजों सहित ,नियुक्त ता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा . निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शाने पर उन्हें परियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे .यह उप-निविदाकारों पर भी लागू होगा . अनुप्रवर्तक इस निविदा के दायित्वों के अधीन निविदाकर्ता /उप-निविदाकर्ता) ओं (की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे .

The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under Seal & Signature of the Contractor

contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

8.7 नियोक्ता परियोजना से संबंधित पक्षकारों के बीच सभी बैठकों की जानकारी अनुप्रवर्तक को उपलब्ध कराएंगे बशर्ते पक्षकारों के बीच इस प्रकार की बैठकें निविदा संबंधों को प्रभावित करती हो . पक्षकार अनुप्रवर्तक को इस प्रकार की बैठकों में भाग लेने का विकल्प देंगी .

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

8.8 अनुप्रवर्तक नियोक्ता /निविदाकर्ता से सूचना प्राप्त होने के बाद 8 से 10 सप्ताह के बीच नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और आवश्यक हो तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे .

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

9. जांच की सुविधा Facilitation of Investigation

इस करार के किसी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी आरोप के मामले में नियोक्ता या उनकी एजेंसियों को निविदाकर्ता के बही खातों सहित सभी दस्तावेजों की जांच का अधिकार होगा और निविदाकर्ता आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएंगे तथा इस प्रकार की जांच में हर संभव सहायता देंगे .

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

10. विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अधीन होगा .कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा .

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

11. अन्य कानूनी कार्रवाई Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाई किसी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होंगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी .

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

12. वैधता Validity

12.1 यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियेक्ता और निविदाकर्ता /विक्रेता की संतुष्टि से निविदा के पूर्ण निष्पादन तक ,जो भी बाद में हो ,वैध होगी .यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा .

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

12.2 इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा .ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे .

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

13. निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां _____ ,
को निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at _____ on -
_____.

नियेक्ता EMPLOYER

निविदाकर्ता TENDERER

Seal & Signature of the Contractor

अधिकारी का नाम Name of the Officer
Officer

मुख्य कार्यकारी अधिकारी Chief Executive

पदनाम Designation

नाबार्ड NABARD

साक्ष्य Witness

साक्ष्य Witness

1. _____

2.

* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन / हटाने की आवश्यकता होगी .

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

14. Proforma of EMD credit details

TENDER for Supply, Installation, Testing and Commissioning of Audio Visual, Video Conferencing at 7th Floor of NABARD Head Office

(EMD details to be filled by bidders)

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD0000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

Name of depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
** Attach Bank Statement showing amount debited from account, on or before last date of submission of NIT.	

Date:

Place:

Signature with seal:

15.Pro-forma of furnishing the Payment details

TENDER for Supply, Installation, Testing and Commissioning of Audio Visual, Video Conferencing at 7th Floor of NABARD Head Office

Name of the Agency		
Contact Details	Name	
	Email	
	Phone No	
PAN details (enclose copy of PAN)		
GST Number (enclose copy of GST registration)		
Address of principle place of business in the state as per GST registration certificate	Address	
	City	
	PIN	
	State	
Bank account number		
Account Name		
Type of the account		
Name & Address of Bank		
IFSC Code (enclose copy of cancelled cheque)		

Name of the Agency:

Date:

Place:

Signature with seal: