



NABARD Uttar Pradesh Regional Office

11, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010

Email: dpsp.lucknow@nabard.org

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers / tenders for **Repainting and Minor Repair Works of Office Building** at Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow- 226010. Firms/Vendors empanelled with NABARD, UPRO under **Category IV and Category V** of Civil, Plumbing and Carpentry Services may log on to the website of NABARD *i.e.* www.nabard.org or to the Central Public Procurement Portal *i.e.* <https://eprocure.gov.in> to download the Tender Document for submitting the same duly filled by **12.01.2022**.

Date of issue of tender document	23.12.2021
Date and time of pre bid meeting	05.01.2022 at 15.00 hrs
Due date and time for submission of tender documents	12.01.2022 15:00 hrs
Date and time of opening Technical Bids	12.01.2022 15:30 hrs
Date and time of opening Financial Bids	Will be informed separately
Retention Money Deposit (RMD)	RMD @5% of each on-account bill till the total recovery amounts to the total cost stipulated in the tender shall have to be submitted by the vendor, till the Defect Liability Period of 01 years from date of the completion of the work.

Sign and seal of tenderer

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(Sign and seal of tenderer)

NOTICE INVITING TENDER from the Firms/Vendors Empanelled with NABARD, UPRO under Category IV and V of Civil, Plumbing and Carpentry category for Repainting and Minor Repair Works of Office Building to be undertaken in Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow- 226010

1. NABARD invites sealed tenders from Vendor / Service Providers of repute & experience that are empanelled with NABARD UP RO under Category IV and V of Civil, Plumbing and Carpentry category to provide Repainting and Minor Repair Works of Office Building at Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow- 226010.
2. 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 <https://eprocure.gov.in>
3. It may be noted that the tendering will be a 02 bid system wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Both the bids will be put in separate sealed covers with superscription of 'TECHNICAL BID' and 'PRICE BID'. Envelope No.1 shall contain Technical Bid along with Integrity Pact (IP) to be executed on non-judicial stamp paper of Rs. 200/- as per format given, duly signed and stamped by the bidder. Tenders submitted without IP will summarily be rejected and their subsequent envelopes will not be opened. Envelop No. 2 shall contain Price Bid only. Both envelopes will be put in another sealed cover with superscription of "OFFER FOR REPAINTING AND MINOR REPAIR WORKS OF OFFICE BUILDING AT NABARD U.P. REGIONAL OFFICE GOMTI NAGAR LUCKNOW" on it.
4. Further, it may be noted that those Vendor / Service Providers / firms of NABARD UP RO, whose technical bid will be found suitable, as per our prequalification criteria, which are given in Annexure I will be identified for further tendering process.
5. The likely annual payment for all services together, to be worked out as per the quotes by the vendors, will form the basis for selection of the vendor.
6. The time allowed for completion of total painting and repair work shall be 60 days to be reckoned from the date of issue of work order.
7. The successful tenderer will be required to deposit Retention Money Deposit (RMD) @5% which shall be recovered from each on-account bill till the total recovery amounts to the total cost stipulated in the tender. The RMD will be released after completion of Defect Liability Period of one year and will not bear any interest. The RMD will be liable to be

forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete or rectify the work.

8. The Defect Liability Period shall be for a period of one years from the date of completion of the work. During this period, the vendor will be responsible to rectify any defect without any cost to the Bank.
9. The Pre-qualification criteria, format of 'Technical Bid' and 'Price Bid', Covering Letter, Letter of Undertaking, Proforma for Electronic Payment, Pre-Contract Integrity Pact, Deed of Indemnity, Reciprocal Non-Disclosure Agreement along with General/Special Terms and Conditions are enclosed with this tender document.
10. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.

Address for Communication

The Chief General Manager
National bank for Agriculture and Rural Development (NABARD)
Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nagar,
Lucknow- 226010

(Padmini Srivastava)
Dy. General Manager

नाबार्ड उत्तर प्रदेश क्षेत्रीय कार्यालय, 11, विपिन खंड, गोमती नगर, लखनऊ, उत्तर प्रदेश-226010 के कार्यालय परिसर में पेंटिंग और मामूली मरम्मत कार्य हेतु, नाबार्ड उत्तर प्रदेश क्षेत्रीय कार्यालय के पैनल के श्रेणी IV में शामिल वेंडरों/सेवा प्रदाताओं से निविदा आमंत्रण सूचना

1. नाबार्ड उत्तर प्रदेश क्षेत्रीय कार्यालय, 11, विपिन खंड, गोमती नगर, लखनऊ- 226010 में पेंटिंग और मामूली मरम्मत कार्य प्रदान करने के लिए श्रेणी IV एवं श्रेणी V के तहत प्रतिष्ठित और अनुभव के वेंडरों / सेवा प्रदाताओं और नाबार्ड यूपी आरओ के साथ सीलबंद निविदाएं आमंत्रित करता है।
2. इच्छुक वेंडरों / सेवा प्रदाता निम्नलिखित विकल्पों में से किसी एक से निविदा दस्तावेज डाउनलोड कर सकते हैं - नाबार्ड की वेबसाइट www.nabard.org या सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल <https://eprocure.gov.in>
3. यह ध्यान दिया जा सकता है कि निविदा एक 02 बोली प्रणाली होगी जिसमें पहली बोली 'तकनीकी बोली' होगी और दूसरी बोली 'मूल्य बोली' होगी। दोनों बोलियों को 'तकनीकी बोली' और 'मूल्य बोली' के ऊपर लिखे हुए अलग-अलग सीलबंद लिफाफे में रखा जाएगा। लिफाफा संख्या 1 में रुपये के गैर-न्यायिक स्टाम्प पेपर पर निष्पादित किए जाने वाले सत्यनिष्ठा समझौते (आईपी) के साथ मूल्य बोली शामिल होगी। 200/- दिए गए प्रारूप के अनुसार, बोलीदाता द्वारा विधिवत हस्ताक्षरित और मुहर लगी। आईपी के बिना प्रस्तुत निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी और उनके बाद के लिफाफे नहीं खोले जाएंगे। लिफाफा संख्या 2 में केवल मूल्य बोली होगी। दोनों लिफाफों को एक अन्य सीलबंद लिफाफे में रखा जाएगा, जिस पर "नाबार्ड क्षेत्रीय कार्यालय गोमती नगर लखनऊ में पेंटिंग और मामूली मरम्मत कार्य के लिए प्रस्ताव" लिखा होगा।
4. इसके अलावा, यह नोट किया जाए कि नाबार्ड यूपी आरओ के वे विक्रेता / सेवा प्रदाता / फर्म, जिनकी तकनीकी बोली उपयुक्त पाई जाएगी, हमारे पूर्व योग्यता मानदंड के अनुसार, जो अनुबंध में दिए गए हैं, उन्हें आगे की निविदा प्रक्रिया के लिए पहचाना जाएगा।
5. सभी सेवाओं के लिए संभावित वार्षिक भुगतान, विक्रेताओं द्वारा उद्धरण के अनुसार तैयार किया जाना, विक्रेता के चयन का आधार होगा।
6. सफल निविदाकार को 5% की दर से रिटेंशन मनी डिपॉजिट (आरएमडी) जमा करना होगा, जो कि प्रत्येक ऑन-अकाउंट बिल से तब तक वसूल किया जाएगा जब तक कि कुल वसूली राशि निविदा में निर्धारित कुल लागत तक नहीं हो जाती। आरएमडी एक साल की दोष देयता अवधि पूरी होने के बाद जारी की जाएगी और इस पर कोई ब्याज नहीं होगा। यदि ठेकेदार अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है या काम को पूरा करने या सुधारने में विफल रहता है, तो आरएमडी को जब्त कर लिया जाएगा।
7. दोष दायित्व अवधि कार्य पूर्ण होने की तिथि से एक वर्ष की अवधि के लिए होगी। इस अवधि के दौरान, बैंक को बिना किसी लागत के किसी भी दोष को ठीक करने के लिए विक्रेता जिम्मेदार होगा।
8. पूर्व-योग्यता मानदंड, "तकनीकी बोली" का प्रारूप, कार्य का दायरा, नियम और शर्तें, अनुबंध-पूर्व सत्यनिष्ठा समझौता और "मूल्य बोली" का प्रारूप और इस निविदा दस्तावेज के साथ संलग्न हैं।
8. नाबार्ड बिना कोई कारण बताए किसी या सभी प्रस्तावों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और इसका निर्णय अंतिम और सभी के लिए बाध्यकारी होगा।

संपर्क के लिए पता

मुख्य महाप्रबंधक

राष्ट्रीय कृषि और ग्रामीण विकास बैंक
उत्तर प्रदेश क्षेत्रीय कार्यालय
11, विपिन खंड, गोमती नगर
लखनऊ-226010

हस्ता./-
(पद्मिनी श्रीवास्तव)
उप महाप्रबंधक

Annexure- I

PRE-QUALIFICATION CRITERIA

1. The contractors should meet following qualification criteria:

(1.1) Minimum 7 years' experience (as on 31.03.2021) in the field of Civil Plumbing and Carpentry Contracts, which include all the activities as listed in scope of work and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office.

(1.2) The bidders should have carried out similar works during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than the amount as given in following table:

SN	Experience Criteria	(Rs. Lakh)
1	1 similar work during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than Rs. >>>>	14.40 Lakh
	OR	OR
2	2 similar works during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than Rs. >>>>	08.50 lakh
	OR	OR
3	3 similar works during last 7 years (ending 31.03.2021) with annual contract value (costing individually) not less than Rs. >>>>	07.20 Lakh

Note 1: To obtain the realistic value of work during the previous years, cost index @5% per year per work shall be added over the actual cost of executed works to calculate the value of works as on 31.03.2021.

Note 2: Similar works mean those works as indicated in scope of work in Annexure III.

2. The tenderers should have Annual Turnover as given in the following table during the last three years ending 31 March 2021 supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.

S.N	Turn over Criteria	(Rs. Lakh)
1	Annual Turnover during last three years ending 31.03.2021 should be atleast	Rs. 05.40 lakh

3. The tender shall be accompanied by a copy of each of the documents as given below:

- Proprietorship Firm/Partnership Firm/Company Registration Certificate
- MSME Registration Certificate
- Registration under Contract Labour Act/Labour Department
- Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm
- List of eligible work executed during last seven years
- PAN
- GSTN Registration

- Employee State Insurance Act registration
 - PF registration,
 - Particulars of bankers & Bank account details.
 - Details of work experience shall be supported by work orders and corresponding completion certificates.
 - The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
 - Details of works on hand
 - Audited final accounts of the business of the contractor for last 3 years 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.
If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.
4. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Labour Department, Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.
 5. Tenderers should have a current bank account with a scheduled commercial bank.
 6. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
 7. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.
 8. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
 9. If the space in the application form is insufficient for furnishing full details, such information should be supplied on a separate sheet duly signed by competent authority
 10. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
 11. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.
 12. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.

Instructions for filling the tender

1. All the pages of the Tender Document shall be signed by the Tenderer.
2. NABARD takes no responsibility for delay/loss in post or non-receipt of Quotations/ Tender Documents.
3. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly superscribed with name of work should be submitted in the Office of the Chief General Manager/Officer in Charge, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010. The last date of receipt of Tender is on or before **15.00 hours on 12.01.2022 and Bids will be opened at 15:30 hours on 12.01.2022**. Revision in date and time, if any, would be conveyed.
4. Bids submitted by unauthorised agents and FAX/Telegraphic bids shall not be entertained/ considered.
5. Rates should include all items pertaining to the painting and repair works as mentioned in the tender and unless the same is done to the satisfaction of the NABARD's Engineer/ACTs, the bill will not be accepted.
6. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
7. When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - 7.1 When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - 7.2 When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

DECLARATION BY THE CONTRACTOR

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

Place :

(Signature of the Tenderer)

Date

Name and Address

Seal :

Annexure- II

FORMAT OF TECHNICAL BID

(A) Name of the firm and Composition of the Firm	
(Full particulars (whether the Tenderer is an individual /Proprietorship Firm partnership firm / company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association /Power of Attorney/ any other relevant document.)	
(a.1) Registered Head Office Address	
(a.2) Local Office Address	
(a.3) Year of establishment/Registration and Act under which registered	
(B) Work Experience (Details of similar civil work experience supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other centre should also be given.)	
(C) Credit worthiness of the Tenderer & Turnover during the specified period (Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and Turnover for the last three years ending 31.03.2021.)	
(D) Name(s) and address(es) of the Bankers and their present contact executives (Written information about the names and address of their bankers along with full details like names, postal address, e- mail IDs, telephone (landline & mobile Nos.), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their	

bankers by the Bank, in case it is so needed) should be furnished.)	
(E) Details of Bank accounts (Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)	
(F) Name(s) and address(es) of the Clients and their present Executives (Written information about the names and address of their clients along with full details like names, postal address, e-mail IDs, telephone (landline & mobile Nos.), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their clients by the NABARD, in case it is so needed) should be furnished.)	
(G) Litigation & civil suits (The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)	
(H) Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration	
(I) Details of Registration with Provident Fund, Labour Authorities, ESIC, if any.	
(J) Whether registered for GSTN/ service tax purposes. If so, furnish relevant copies.	
(K) Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.	
(L) MSME Registration Certificate, if applicable	

1. Details of Key Administrative Personnel

SI.No.	Name	Designation	Qualification	Professional Experience	No. of years associated with the firm

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PREVIOUS EXPERIENCE

i) List of important civil works executed by the firm during last 7 years with experience in executing works of similar nature. Please arrange to provide value of job, approximate area of each contract where similar civil work was/ is being undertaken along with copy of work orders, performance certificates / completion certificates.

Please note that the details furnished should be for civil works of similar nature.

S.No.	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

ii) List of important **works on hand** costing Rs.10.00 lakh and above with experience in executing works of similar civil work

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

Experience of Civil Plumbing and Carpentry Personnel

1. List of Civil Plumbing and Carpentry Personnel, giving details about their academic/technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

S.No.	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organization	Any other relevant information

2. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour. Supplementary sheets to be attached in this regard.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the Repainting and Minor Repair Works of Office Building at NABARD UP RO as indicated in NIT and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, We / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place :

Date :

:

(Signature of the Tenderer) / Authorised person on behalf of the firm/organisation/vendor
(Authorization letter/power of attorney to be enclosed, in case authorised person is signing the document)

Address

Name and Seal:

Signature of the Tenderer with seal & date

CHECK-LIST FOR TECHNICAL BID

Sr. No.	Documents asked for	Whether Placed or Not
1.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a company/ partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
2.	Undertaking on own Letter-Head as per format prescribed as indicated in Appendix II	
3.	Self-attested copy of the PAN card with copy of cancelled cheque for KYC compliance.	
4.	Self-attested copy of GSTIN Registration	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Valid Contractor License issued by Government of Uttar Pradesh	
8.	Self-attested copy of valid Employees Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
11.	Proof of experiences of last seven financial years as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
12.	Annual returns of previous three years supported by audited balance sheet for FY 2020-21, 2019-20 and 2018-19. If audited financial statements for FY 2020-21 are not available, then audited financial statements for FY 2017-18 may be submitted along with 2018-19 and 2019-20 statements.	
13.	Signed Copy of Pre Contract Integrity Pact mentioned Appendix-IV on Rs.200 Stamp Paper. (Hard copy to be attached with Technical Bid)	

Annexure- III

General Terms and Conditions

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

17. The contractor should engage a qualified technical personnel/supervisor to supervise the work on daily basis as per the specifications and instruction of the Bank's Engineer.
18. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees, or workmen. The decision of NABARD in this regard shall be final and binding.
19. The Contractor shall indemnify the Employer against any losses as per format given at Annexure D.
20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
21. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, Chief General Manager, NABARD, Uttar Pradesh Regional Office, 11, Gomti Nagar, Lucknow reserves to himself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/ s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
22. If any dispute arises on any matter concerning this Contract, the decision of CGM, NABARD, UP RO, Lucknow shall be final and binding.
23. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
24. The contractor by his own expenses and risk shall shift furniture, wall pictures/frames, fire extinguishers, clocks, other fixtures etc. if any in the area of work carefully and without any damage to a convenient place under intimation to the Bank for the convenience of work and shall reinstall the same in old place after completion of the work.
25. The work should be carried out with least inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
26. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The contractor shall ensure that all COVID 19 related protocols as per the directions of State/ Central Govt. are strictly complied with the workmen/ labour.
27. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
28. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
29. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any 'T&P' and materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
30. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
31. Any defect which may appear within the Defect Liability Period after the Virtual completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.

32. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to levy damages or fine and / or even terminate the Contract forthwith, if necessary.

33. Security Deposit: Retention Money Deposit (RMD) shall be deducted @ 5% of the value of work done from every bill and shall be refunded after expiry of defects liability period of **one years** after the date of virtual completion of the work provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. No interest will be paid on Retention Money Deposit. No mobilization advance will be given to contractor.

34. Defects Liability Period: One years from the date of Virtual Completion of works certified by NABARD.

35. Validity of Tender Rates: 03 months from the date of opening of Technical Bid (Part-1).

36. Liquidated Damages: 0.25% of the accepted Tender Value per week or part of the week subject to maximum of 5% of the value of work.

37. The contractor shall be entitled to receive payments on submission of interim bills of amount more than Rs.10.00 lakh only during execution of work. The contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with NABARD at site in the Measurement Book (MB). This is not only to regulate correctness of quantity but also to facilitate expeditious clearing of the bills. The interim bills submitted by the contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, GST, TDS and any other taxes/charges as applicable.

38. Termination of agreement: "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 07 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

- in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
- the contractor commits a breach of any terms and conditions of this agreement and/or
- the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
- for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

39. The successful tenderer shall be required to submit 'Deed of Indemnity' and 'Reciprocal Non-Disclosure Agreement' which shall be executed on a non-judicial stamp paper of Rs.500/- and Rs.200/- respectively. The proforma of the same is given in Appendix V and VI.

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

Place :

Date :

Name and Seal :

Annexure- IV

SPECIAL TERMS AND CONDITIONS

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

applicable.

17. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
18. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.
19. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
20. All disputed or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them be referred for adjudication to a sole Arbitrator to be appointed provided as per Arbitration & Conciliation Act.

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

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

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

DECLARATION BY THE CONTRACTOR

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

Place:

(Signature of the Tenderer)

Date:

Address:

Name and Seal:

LIST OF APPROVED MAKE OF MATERIALS / TRADE

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

If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

SAFETY CONDITIONS OF THE CONTRACT

- Consumption of alcohol, smoking and chewing pan/masala/gutkha are strictly prohibited in the Office premises.
- The contractor must conform to and ensure all necessary safety requirements for their labour which must be ensured invariably at all the times without any deviation. NABARD will not responsible in any way for any unforeseen incident/accident that may occur during the work undertaken.

Declaration by the Contractor

We / I have read and understood the Safety code for the Repainting and Minor Repair Works of Office Building and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date:

Address:

Name and Seal :

Signature of the tenderer with seal

Appendix-1

Format- Covering Letter by the Tenderer for Submission of BID

(To be submitted in Tenderer's own Letter head)

No.

Date:

To

The Chief General Manager /Officer in Charge
National Bank for Agriculture and Rural Development (NABARD)
Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh -226010

Dear Sir,

Submission of BID for Repainting and Minor Repair Works of Office Building at NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010

With reference to NABARD, UP RO's Tender Notice dated 2021,

I/ We offer our services for Repainting and Minor Repair Works of Office Building at NABARD Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010 .

I/We understand that NABARD reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

All the desired information in the prescribed format i.e. format of technical bid, price bid documents and certificates as required by NABARD, are enclosed herewith for NABARD's perusal.

Thanking NABARD

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

(Tenderer's Seal)

Appendix- 2

(Letter of Undertaking from the Tenderer)

The Chief General Manager
National Bank for Agriculture and Rural Development
Uttar Pradesh Regional Office
NABARD Regional Office,
11, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh -226010

Dear Sir,

Repainting and Minor Repair Works of Office Building at NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh - 226010

I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after going through the tender document published by NABARD, UP RO.

I / We have visited the NABARD RO Premises which consists of 01 building with external wall area (including boundary wall) of approximately 6800 sq mtr and metal railings having area of approximately 500 sq mtr for Repainting and Minor Repair Works of Office Building at NABARD Regional Office, 11, Vipin Khand, Gomti Nagar Lucknow and acquired the requisite information relating thereto as affecting the Tender.

I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

I/We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us.

I /We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

The rates quoted by me/us, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period.

I/We further agree to pay the personnel deployed in NABARD premises, their wages in accordance with the relevant Minimum Wages Act, on a monthly basis. I/We shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD

I/ We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.
Should this Tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the Contract Document.

Name of the person authorized to sign and submit the tender:

(I)

(II)

(Documentary proof in respect of Letter of Authority/Power of Attorney to be enclosed along with the Tender).

Yours faithfully,

(Name and signature of the tenderer)

Place:

Date:

Appendix-3

(PROFORMA FOR ELECTRONIC PAYMENT)

Details of Bank account to be furnished by the contractor/ service provider for effecting payment by NABARD

1	Name of the account holder (As appearing in the Bank account)	
2	Address of the Account Holder	
3	Name of the Bank	
4	Name of the Branch	
5	Account number	
6	RTGS/ NEFT/ IFS Code	
7	Type of account (Savings, current, etc.)	
8	PAN Number	
9	GSTIN Number	
10	Email id	
11	Contact Number	

Signature and Seal:

Please attach the following:

- (1) Photocopy of one cancelled cheque leaf of the above Bank account
- (2) Copy of PAN card
- (3) Allotment letter / registration letter under GSTIN.

Appendix-4

(PRE-CONTRACT INTEGRITY PACT)

(To be submitted on Rs.200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Uttar Pradesh
Regional Office hereinafter referred to as “The Principal”**

And

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Repainting and Minor Repair Works of Office Building at NABARD Regional Office, 11, Vipin Khand, Gomtinagar, Lucknow, Uttar Pradesh.

The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

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

Section 1 – Commitments of the Principal

- a. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- b. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- c. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- d. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

1. The Bidder(s) commit themselves to take all measures necessary to prevent (s) corruption. The Bidder commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or

understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

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

Section 4 – Compensation for Damages

(1) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)

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

Section 8 – Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. **The Independent External Monitor appointed for NABARD is : Shri P K Sangewar, 12-5-65/1 Flat no.109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secundearbad, Telangana – 500 017**
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Chairman, NABARD.
4. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.
5. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
6. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
7. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
8. The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
9. If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder)

(Office Seal)

Place

Date:

Witness 1: (Name and Address)

Appendix-5 (DEED OF INDEMNITY)

(To be executed on a non-judicial stamp paper of Rs.500/- by Successful Tenderer only)

This Deed of Indemnity is made and executed at Lucknow on this.....day of 2021 by M/Sa Company incorporated under the Companies Act, 1956, having its registered office at....., represented herein by its Authorized Signatory Shri/Smt....., Designation (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

In favor of

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Act, 1981 having its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051 (hereinafter referred to as "NABARD") and Uttar Pradesh Regional Office at 11, Vipin Khand, Gomti Nagar, Lucknow which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

WHEREAS the Service Provider has agreed with NABARD to successfully implement conforming to all the specifications as per the scope of work mentioned in the Tender dated (hereinafter referred to as "Tender" No.) which expression shall include all attachments and annexures thereto as well as all amendments, modifications and alteration and the Terms and Conditions agreed as per Agreement dated (hereinafter referred to as "Agreement").

AND WHEREAS pursuant to the Agreement, the Service Provider is required to execute a Deed of Indemnity in favour of NABARD to indemnify it against any acts, omissions, losses, charges, claims etc. and which the Service Provider has agreed to do.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Service Provider hereby executes and furnishes to NABARD this Deed of Indemnity, which is an unlimited, irrevocable and continuing indemnity, and shall remain in full force and effect.

2. The Service Provider hereby undertakes to indemnify NABARD as per the Terms and Conditions of the Agreement which are as follows:

(a) The Service Provider shall execute and furnish to NABARD a Deed of Indemnity, indemnifying NABARD from and against any costs, loss, damages, expense, claims whether on account of patents, trademarks, copyrights issues or otherwise including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period arising out of:

(i) Any negligence or wrongful act or omission by the Service Provider, the Service Provider's team or any third party in connection with or incidental to this Agreement; or

(ii) Any breach of any of the terms of the Bid as agreed, the Tender and the Agreement by the Service Provider, the Service Provider's Team or any third party.

(iii) The indemnity shall be to the extent of 100% in favour of NABARD.

(iv) Notwithstanding the above, Service Provider shall have no obligations with respect to any indemnity claims to the extent that the indemnity claim arises or results from:

(v) Service Provider's compliance with NABARD's specific technical designs or instructions;

(vi) Inclusion in a Service of any content or other materials provided by NABARD;

(vii) Modification of a Service after delivery by Service Provider to NABARD if such

modification was not made by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider;

(viii) Operation or use of some or all of the Service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or

(ix) Use of the Services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or

(x) NABARD's failure to use any modification of the Service furnished under this Agreement and communicated in writing in accordance with the requirements of clause 'Notices' including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider.

(xi) Service Provider will defend, indemnify and hold harmless NABARD from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any NABARD materials provided to Service Provider by or on behalf of NABARD or the access and use by Service Provider of any NABARD provided software or material.

(xii) Provided that the provision by NABARD and the access and use by the Service Provider is in connection with Service Provider's performance of services hereunder and without breaching the terms of this Agreement.

(xiii) The Service Provider shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep NABARD indemnified in relation thereto.

(xiv) The Service Provider owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of this Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. All Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of this Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NABARD indemnified in relation thereto.

(xv) During the tenure of the Agreement, nothing shall be done by the Service Provider in contravention of any law, Acts, or rules and regulations there under, or any amendments thereof and shall keep NABARD, indemnified in this regard.

3. The Service Provider hereby undertakes that it shall forthwith on demand and without demur pay to NABARD such sum or sums that is 100% in favour of NABARD as may be claimed by NABARD as losses, damages, costs, charges or expenses by reason of such above mentioned default/ defaults on the Service Provider's part.

4. Notwithstanding anything to the contrary in these presents or in the Agreement, NABARD's decision as to whether the Service Provider has made any default/ defaults or the amounts to which NABARD is entitled by reason thereof will be binding on the Service Provider for the purpose of this Indemnity and the Service Provider shall not be entitled to ask NABARD to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be

prejudiced by reason of such demand by NABARD and payment by the Service Provider under this Indemnity and the claims under the Agreement which shall be settled in accordance with the Agreement without prejudice to NABARD's rights to demand immediately under this Indemnity and the Service Provider's liability to pay the same.

5. This Deed of Indemnity shall be valid for the Agreement Period and renewable thereof whenever a claim as per this Deed of Indemnity arises.

6. NABARD will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the Agreement and the Service Provider shall not be released from its liability under this Deed of Indemnity by the exercise of NABARD's liberty with reference to the matters aforesaid or by reason of any time being given to the Service Provider or any forbearance, act or omission on NABARD's part or any indulgence by NABARD to the Service Provider or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on NABARD's part.

7. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee ,indemnities hereto before, given to NABARD by the Service Provider and this Indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF, the Service Provider has caused this Deed of Indemnity to be duly executed as of the day, month and year first written above.

Signed and delivered by: Name of M/S SERVICE PROVIDER

By:

Name:

Title:

Date:

In the presence of

1.

2.

Appendix-6

(RECIPROCAL NON-DISCLOSURE AGREEMENT)

(To be executed on a non-judicial stamp paper of Rs. 200/- by Successful Tenderer only)

This Agreement ("Agreement") is entered into on this day of2021 between:

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., National Bank For Agriculture And Rural Development Act, 1981 having its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai- 400051 and Regional office at 11, Vipin Khand, Gomti Nagar, Uttar Pradesh, represented herein by its Authorised Signatory, Shri/Smt....., Deputy General Manager, Department of Premises, Security and Procurement, NABARD UPRO Lucknow (hereinafter referred to as "NABARD"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part.

AND

M/s....., having its registered office at, represented herein by its Authorised Signatory Shri/Smt., Designation..... (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

Hereafter referred to individually as a "**Party**" and collectively as the "**Parties**". For purposes of this Agreement, the party receiving Confidential Information (as defined herein below), shall be referred to as the "**Receiving Party**" and the party providing the Confidential Information shall be referred to as the "**Disclosing Party**".

WHEREAS, is *inter alia* engaged in the business of provision of various information technology services, consultancy and outsourcing services worldwide.

AND WHEREAS, NABARD is engaged in the activities as provided under the NABARD Act, 1981

AND WHEREAS and NABARD are in the process of Repainting and Minor Repair Works of Office Building as described in Scope of work mentioned in the Tender document Ref No..... dated ("Purpose").

To facilitate such items of work, certain Confidential Information (as defined below) will be required to be shared between the Parties.

AND WHEREAS, The parties wish to protect any such Confidential Information in accordance with the terms and conditions of this agreement (the "Agreement").

NOW, THEREFORE, in consideration of receipt of Confidential Information it is agreed as follows:

A. Definition of “Confidential Information”

“**Confidential Information**” means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of any Party to this Agreement that:

- i. by its character or nature or by the circumstances in which it is disclosed/received/ assessed/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or
- ii. Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; or
- iii. The disclosing party considers confidential.

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; concepts; software in various stages of development; designs; drawings; specifications; techniques; models; data; source code; object code; documentation; processes; procedures; know-how; marketing techniques and materials; marketing and development plans; customer names and other information related to customers, price lists, pricing policies and financial information;

Confidential Information also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

B. Information not categorized as “Confidential Information”

The obligation imposed, under this Agreement, on Receiving Party shall not apply to information which:

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;
- (b) was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party;
- (c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;
- (d) Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent source who is free to divulge such information.

C. Restriction on Disclosure

Except as otherwise expressly permitted under this Agreement, Receiving party shall not:

- (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- (b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;
- (c) commercially exploit any Confidential Information of the Disclosing Party;
- (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or

- (e) Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if requested to do so.

D. Permitted Disclosures

Receiving party is permitted to:

- (a) Disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that
 - (i) before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Receiving Party consistent with the terms of this Agreement.
 - (ii) The Receiving Party shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the persons or entities receiving Confidential Information to the satisfaction of the Disclosing Party.
 - (iii) All such Confidential Information shall be labelled as confidential.
- (b) Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement.
- (c) Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

E. Effects of Unauthorized Disclosure

- (a) The Receiving Party will be liable for the acts and omissions of, and any unauthorized disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.
- (b) Each Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the other Party will result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, and in the event of such a breach, the other Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief.
- (c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

F. Return of documents

Upon written demand by the Disclosing Party, the Receiving Party shall:

- a. Return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control;
- b. Destroy or have destroyed all copies received or made of the Confidential Information; and

- c. Promptly thereafter provide a certificate signed by an officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

G. Term

This Agreement shall commence from the date set forth above and expire with the termination or expiration of the AMC Contract, unless earlier terminated in writing by both Parties. The obligations under this Agreement shall survive and continue for a period of 7 years beyond any termination or expiration of this Agreement.

H. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts in Lucknow, India

I. Miscellaneous

- (a) No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- (b) This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.
- (c) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- (d) In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year above written.

By:
Name:
Title:

NABARD
By:
Title:
Date:

Witnesses:
1.
2.

Part II

Format of PRICE BID / Bill of Quantities

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Item No.	Description of work	Unit	Qty	Rate (Rs)	Amount (Rs.)
1.	Finishing walls with heavy textured exterior paint of required shade (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm the work include following operations 1. scrapping the existing wall texture 2. preparing the surface with wall putty etc. 3. Providing and finishing wall with heavy texture of approved brand and manufacture	Sqm.	4800.00		
2.	Finishing wall with Acrylic Smooth exterior paint - New work(two or more coat applied @1.67ltrs/10Sqm over and including priming coat of exterior primer applied @2.20Kg/10Sqm	Sqm.	2000.00		
3.	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S.clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter .The scaffolding system shall be stiffened with bracings, runners,connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Bank .	Sqm.	4800.00		
4.	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :One or more coats on old work	Sqm.	500.00		
5.	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :One or more coats on old work 300 mm dia vertical CI pipes	Rm.	600.00		
6.	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape,raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead : With cement mortar 1:4 (1 cement : 4 fine sand)	Sqm.	200.00		
7.	Removing dry / oil bound distemper, water proofing cement paint, wall texture and the like by scrapping, sand papering and preparing the surface smooth including necessary repair to scratches etc. complete and up to the satisfaction of the Bank	Sqm.	6800.00		
Total					
Add GST					
Total					
Total in words					

Note:

- a) The passenger lifts in the buildings will not be given for transportation/carriage of materials/debris of work. The contractor has to use the staircases for the purpose. The height of the RO building is approximately 100 ft. Accordingly empanelled vendors may take this into account while quoting the price bid.
- b) The Quoted rate shall be workable and inclusive of all material and labour cost as well as contractor profit, overheads/Income Tax as applicable, but exclusive of GST.
- c) The contractor should have valid GST registration. While raising RA/final bills, the contractor should write their GSTIN number in the Tax Invoice and should also clearly indicate applicable SGST/CGST amounts payable. Any changes in GST rate prevailing shall be applicable on the quoted rates.
- d) The tenderers should visit site and assess site conditions and scope of work before quoting the rates.
- e) All the measurements of the work shall be recorded on Measurement Book at site, jointly by the contractor and NABARD representative.
- f) The contractor should clean the work area on daily basis and remove all the debris of work as and when instructed by PMC/Bank's Engineer.
- g) The L-1 agency will be decided on the basis of total amount quoted for the work in the Price Bid.
- h) The contractor has to quote for all the items of the tender. Incomplete tenders will be rejected.

Accepted all terms & conditions of price bid

Place	:	
Date	:	(Signature of the Tenderer)
Address	:	Name and Seal