

**Terrace water proofing works at NABARD's Office  
Premises at Lucknow, Uttar Pradesh**



**National Bank of Agriculture and Rural Development,  
Uttar Pradesh Regional Office  
11, Vipin Khand, Gomti Nagar  
Lucknow-226010**

**TECHNICAL  
BID (PART –I)**

**Name of the Tenderer:** \_\_\_\_\_

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

**Last Date and Time for Submission of Tender: 18 January 2021 up to 15:00 hrs.**

1	Date of issue of tender document	28 December 2020, 17:00 Hrs
2	Pre Bid Meeting with bidders	08 January 2021, 15:00 Hrs.
3	Due date for submission of tender	18 January 2021, 14:30 Hrs.
4	Date and time of opening Technical Bids	18 January 2021, 15:00 Hrs.
5	Date and time of opening Price Bids	Will be informed separately to qualified bidders.

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M/s

Empaneled agencies of NABARD and others

Dear Sir

## NOTICE INVITING TENDER

### **Terrace water proofing works at NABARD's Office Premises at Lucknow, Uttar Pradesh**

1. NABARD intends to undertake the captioned work and therefore, invite offers from the reputed and experienced contractors/firms for the work. We request you to submit your offer in a sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned in the tender document.
2. The tender document available on NABARD website [www.nabard.org](http://www.nabard.org) can be downloaded to use it for submission and reference by interested and eligible bidders.
3. The firms who submit the tender documents shall remit of **Rs.17,500/- (Rupees Seventeen Thousand five hundred Only) towards the Earnest Money Deposit (EMD)**. The UTR No. of remittance shall be furnished along with the Technical bid (Part-1). The Current Account of NABARD, the details of which are given below:

**Name of the Account: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

**Bank Name: NABARD**

**Branch Name: HEAD OFFICE, MUMBAI**

**IFSC Code: NBRD0000002**

**Account Number: NABADMN18**

4. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be submitted separately in two sealed envelopes, duly furnishing all the required information. These two separate sealed envelopes should be superscribed as **“Technical Bid (Part-1) for “Terrace water proofing works at NABARD's Office Premises at Lucknow, Uttar Pradesh”** and **“Price Bid (Part-2) for “Terrace water proofing works at NABARD's Office Premises at Lucknow, Uttar Pradesh”** respectively. The two envelopes (Part-1 & Part-2) should be inserted in another envelope which should be superscribed as **“Terrace water proofing works at NABARD's Office Premises at Lucknow, Uttar Pradesh”** and should be sealed and addressed to **“The Chief General Manager, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow-226010”**, so as to reach this office **latest by 14:30 hours on 18 January 2021**. The tenders shall be submitted in 'Original' to the Bank.

5. **Technical Bid (Part-1) i.e. Envelope No -1** shall contain;

- a. Details of remittance of Earnest Money Deposit
- b. Notice Inviting Tender
- c. Form of Tender

- d. Pre-Qualification Criteria
- e. Instruction to the Bidders
- f. Special Conditions
- g. List of Approved Material
- h. General Instructions to Contractors & General Conditions
- i. General Specifications
- j. Power of attorney authorizing the person to sign the tender.
- k. Pre-Contract Integrity Pact
- l. Annexure – A, B, C, D, E, F
- m. PART – I, II & III

**6. Price Bid (Part-2) i.e. Envelope No.-2** shall contain duly filled and signed Priced Schedule of Quantities

**Envelope No.1** will be opened at **15:00 hrs** on the same day (last day of receipt of tender) or on any other date as intimated to the bidders in the presence of bidders' representatives, should they choose to be present.

- a. Envelope No.2 should not contain any conditions whatsoever and any conditional bids shall be rejected.
- b. Envelope No.2 will be opened on some suitable date, which will be communicated later, in presence of bidders' representatives, should they choose to be present.

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

- a. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Envelope No. 1
- b. Time of Completion: The time of completion of the project shall be 3 months reckoned from 10<sup>th</sup> day of the 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.

8. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper of worth Rs.200/- in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

9. A pre-bid meeting has been arranged in NABARD Office at **Uttar Pradesh Regional Office, 11 Vipin khand, Gomati Nagar, Lucknow on 08 January 2021 at 15:00 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.

10. The bidders are required to enclose, "Pre-contract Integrity Pact" duly executed on Rs. 200.00 non-judicial stamp paper, in Envelope I.

11. 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.lucknow@nabard.org](mailto:dpsp.lucknow@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 after pre-bid meeting, if required, and same will be uploaded on website.

Yours faithfully

Sd/-

**Chief General Manager/ O/C**

Encl: As above

## SCHEDULE OF EVENTS

Bid Document Availability	Tender document can be downloaded from: <a href="https://www.nabard.org">https://www.nabard.org</a> (under Information Centre in the website main page).	
	From	<b>28 December 2020 17:00 Hrs.</b>
	To:	<b>18 January 2021 14.30 Hrs.</b>
Earnest Money Deposit (EMD)	<p>The contractor shall deposit Earnest Money Deposit for an amount of Rs.17,500/- (Rupees Seventeen Thousand five hundred Only) through NEFT/RTGS credited into our Bank Account, details mentioned below:</p> <p>If the bidder wants to claim exemption under MSME Procurement Policy of Govt. of India, the bidder has to submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD itself.</p>	
Account Details of National Bank for payment of Earnest Money Deposit	<p><b>Name of the Account : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</b></p> <p><b>Bank Name : NABARD</b></p> <p><b>Branch Name : HEAD OFFICE, MUMBAI</b></p> <p><b>IFSC Code : NBRD0000002</b></p> <p><b>Account Number : NABADMN18</b></p>	
Pre-Bid meeting	<b>15.00 Hrs. on 08 January 2021</b>	
Last date of submission of Tender	<b>Up to 14.30 hrs. on 18 January 2021</b>	
Opening of Technical Bids Opening of Price Bids	<p><b>15:00 hrs. on 18 January 2021</b></p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. <b>However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.</b> Price Bid will be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.</p>	
<b>Contact Details:</b> Address for Communication And submission of bid.	<p>National Bank Agriculture and Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow-226012 Phone : 0522-2239100</p>	

## FORM OF TENDER

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

Date:-

Dear Sir,

### **“Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh”**

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

S. No.	Subject	Specification
a	Description of work	“Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh”
b	Earnest Money	Rs.17,500/- If the bidder wants to claim exemption under MSME Procurement Policy of Govt. of India, the bidder has to submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD itself.
c	Retention Money Deposit (RMD)	5 % of the gross value of entire work.
d	Time allowed for completion of the work	The time allowed for completion of total project is 30 days reckoned from the 10 <sup>th</sup> day of the date of issue of work order.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of 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 .....
- ii) ..... Bank ..... Branch .....

iii) Type of account: Savings / Current account

iv) Bank Account No. :

v) IFSC code of Bank and Branch

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney / Authorisation letter to sign the contract

Yours faithfully,

Signature of Tenderer with stamp



## PRE-QUALIFICATION CRITERIA

Sr. No.	Pre-qualification criteria	Bidder Response
1	The Bidder should have office in Lucknow (Office Address proof document issued by Govt. Agency)	
2	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration number and year of registration. (Attach documentary proof)	
3	Experience as contractor (Give number of years)	
4	<p><b>Financial standing</b> through</p> <p>a) ITR (Income Tax Returns), of last 3 financial years ending on 31 March 2019.</p> <p>b) Balance sheet and profit &amp; Loss account of last 3 financial years ending on 31 March 2020.</p> <p>c) The average annual financial turnover of the contractor/ firm during the last three years (ending 31.03.2020) shall not be less than Rs.60 lakhs. The certificate of Annual Turnover should be certified by CA/Statutory Auditors.</p> <p>(Attach documentary proof)</p>	<p>a)</p> <p>b)</p> <p>c)</p>
5	<p>Should have experience of working with Public Sector Units, MNCs or other reputed firms on Similar Water Proofing Works for last 7 years and the firm should have achieved at least one of the levels of work mentioned below:</p> <p>a) three similar completed works whose individual work value is costing not less than Rs.8.00 lakhs</p> <p style="text-align: center;"><b>or</b></p> <p>b) two similar completed works whose individual work value is costing not less than Rs.10.00 lakhs</p> <p style="text-align: center;"><b>or</b></p> <p>c) one similar completed works whose individual work value is costing not less than Rs.16.00 lakhs</p> <p>(Copies of work order &amp; Completion certificates)</p>	

6	Important major contracts completed (value of the contracts having individual value of Rs.6.00 lakh and above only). The full postal address of the Clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Annexure-A)
7	Important major contracts ongoing (value of the contracts having individual value of Rs.6.00 lakh 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 proforma (Annexure-B)
8	EMD Deposit (if claiming EMD exemption, submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD)  (Provide UTR details)	
9	Should have Goods and Service Tax Registration No.  (Provide GST Registration Certificate)	
10	PAN Card  (Submit copy of PAN Card)	

Decision of the Bank with regard to selection of Contractors will be final. The Bank is not bound to assign any reasons thereof. Any false and / or inadequate information can result in rejection of the tender. The selection of the bidders is based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account above criteria.

## INSTRUCTIONS TO THE BIDDERS

1. The tender shall be submitted in accordance with the procedure detailed herein. Specified documents shall be submitted in an envelope of appropriate size which shall be sealed.

2. Duly filled in and signed Tender Document, complete in all respect shall be deposited before

**14.30 hrs on 18 January 2021** in the tender box on **2<sup>nd</sup> floor, National Bank for Agriculture and Rural Development, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow-226010** and super scribed as **“Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh”**.

I) The tender will not be received after 14:30 Hrs. on the date indicated in the letter of invitation to tenderer, under any circumstances, whatsoever.

II) The tender should be submitted in two envelopes as described hereafter. Both envelopes shall be super scribed and each envelope should also bear the envelope number prominently.

a) **Sealed envelope No. 1 (Technical Bid)** shall contain the following:

(i) Earnest Money Deposit as specified. If the bidder wants to claim exemption under MSME Procurement Policy of Govt. of India, the bidder has to submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD itself.

(ii) Tenderers letter, in duplicate, giving technical or financial clarifications if any.

(iii) Pre-qualification documents

(iv) Technical Bid and set of tender drawings duly signed by the tenderer.

(v) Annexure A, B and F in specified format.

**Note:** It should be importantly noted that the contents of envelope No. 1 must not reveal rates of any items or the total tender amount quoted by the tenderer.

b) **Sealed envelope No. 2 (Price Bid)** duly filled and signed as specified should contain the following:

(vi) Prices in Indian Rupees only, with detailed break-up of prices as per Price Bid.

(vii) The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items listed in price Bid.

(viii) The Commercial Offer should be in conformity with the terms indicated in Price Composition.

(ix) The Price Bid should not contradict the Technical Bid in any manner

**Note:**

**Envelope I and Envelope II may both be placed and submitted in another sealed cover super scribed “Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh” and addressed to Chief General Manager, National Bank for Agriculture and Rural Development, NABARD, 11, Vipin Khand, Gomti Nagar, Lucknow-226010”.**

3. Please study the document carefully.

4. Please fill in the Schedule of quantities as follows: -

a) Fill in the “Rate” column legibly. (In figure & word, descriptive rate will be final & applicable.)

b) Fill in the “Amount” column legibly.

c) Give the total amount of each page duly carried over and the grand total. Wherever alternative specifications have been specified, amount of such items should not be added to the total.

d) Initial all corrections and put in your signature at the end of the Schedule of Rates.

5. Initial all pages of the Tender Document as a token of acceptance of the terms and conditions set out in the Tender Documents.

6. Please pay EMD Rs.17,500/- (Rupees Seventeen Thousand five hundred Only) amount along with the tender as per Schedule of Events on page 8. In case the bidder wants to claim exemption under MSME Procurement Policy of Govt. of India, the bidder has to submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD itself.

In case any clarification is required by the tenderer, they may contact **Assistant General Manager, DPSP, NABARD, Uttar Pradesh Regional Office, 2<sup>nd</sup> floor, 11, Vipin Khand, Gomti Nagar, Lucknow-226010.**

7. Addenda / Corrigenda if any issued by **NABARD** will be uploaded on its website [www.nabard.org](http://www.nabard.org) and shall become part of the tender documents.

8. **Contractor will have to provide GST Registration, Goods & Service Tax paid certificate / challan, other govt. dues levies which are applicable for such type of the works without which NABARD will not pay final bill payment to the agency / contractor.**

9. Intending contractors are required to submit their profile by giving details in the enclosed proforma about their organisation, experience, professional personnel in their organisation, competence, etc.

10. The tenders shall be signed by the person/persons on behalf of the organisation having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).

11. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of application, if required.

12. Tenders containing false and/or incomplete information are liable for rejection.

13. 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.6.00 lakh and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.

14. The contractor must have qualified and experienced professionals in undertaking water proofing works of terrace.

15. The applicant must have successfully completed the work according to the eligibility criteria mentioned.

16. In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded after successful completion of works. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.

17. The rates for each item as per scope of work shall be quoted by the applicant in the Price Bid to be submitted separately as Part-2.

18. **Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.**

## **GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS**

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates should include all Taxes, Duties, 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 include 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. The EMD of the contractor will be forfeited.
28. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
29. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any 'T & P' and materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
30. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
31. Any defect which may appear within the Defect Liability Period after the Virtual completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.
32. The Earnest Money Deposit/Security Deposit (SD) consists of EMD and RMD will not bear any interest. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender or if the Contractor fails to execute / complete the works satisfactorily or contractor commits breach of any of the terms and conditions of the contract, NABARD the right to forfeit the EMD / SD. This forfeiture is independent of the liquidated damages provided for the contract. Any Tender not accompanied by the EMD will be rejected. The EMD of all the unsuccessful tenderers will be refunded.
33. Security Deposit: In addition to EMD, Security Deposit / Retention money deposit (RMD) shall be deducted @ 5% of the value of work done from every bill and shall be refunded after expiry of defects liability

period of one year after the date of virtual completion of the work provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. The EMD of successful contractor shall be adjusted within the security deposit in the final bill or refunded after completion of work. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilization advance will be given to contractor.

34. Defects Liability Period: One year from the date of Virtual Completion of works certified by NABARD.
35. Validity of Tender Rates: 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. PAYMENT: The contractor shall be entitled to receive payments on submission of interim bills of amount more than Rs.8.00 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, etc., as applicable.
38. We accept all the above Terms and Conditions in all respects without any reservation.

Place : DATE :

NAME and SEAL

## **SPECIAL CONDITIONS**

1. The Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
4. Bids submitted by un-authorized agents and 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.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

**VIRTUAL COMPLETION CERTIFICATE**

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

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

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

Place:

(Signature of the tenderer)

Date:

Address:

Name and Seal

**ANNEXURE-A**

**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. 6.00 lakh and above only.**

**\*\*\* Attach Client's certificates**

Signature of the applicant with full address and office seal

**ANNEXURE-B**

**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 The Owner and Indicate whether It Is A State 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. 6.00 lakh and above only.

\*\*\* Attach Client's certificates

Signature of the applicant with full address and office seal

**ARTICLES OF AGREEMENT**

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

....., Lucknow .....

of the other part.

WHEREAS the Employer is desirous of getting executed the work of “Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh ” 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:-

- d. 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.
- e. 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.
- f. 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.
- g. This Agreement and documents mentioned herein shall form the basis of this contract.
- h. This contract is an item rate contract for carrying out the work of “Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh” 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.
- i. 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.
- j. 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 it’s 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.
- k. 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.
- l. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to

complete the entire work within 3 months starting from the 10th day of the date of issue of work order, subject nevertheless to the provision for extension of time as permissible by the Employer.

m. 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.

n. That the all parts of this contract have been read and fully understood by the tenderer.

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

Signature Clause

SIGNED AND DELIVERED by the

National Bank for Agriculture and  
Rural Development by the hand of  
Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name: Address

Witness #2

Signature:

Name:

Address

SIGNED AND DELIVERED by the Bidder  
(Name, Signature & Designation)

Witness #1

Signature:

Name: Address

Witness #2

Signature:

Name:

Address

**INDEMNITY BOND**

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 – 400 ..... on this ..... day of.....2020.

Whereas NABARD have appointed M/s ..... as the Contractor for their proposed work relating to “Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh ”.

**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 this* .....*day of* .....  
SIGNED AND DELIVERED BY THE AFORESAID *M/s* .....through their authorized  
Representative (Shri ..... ).

IN THE PRESENCE OF WITNESSES:

Signature

1. Name & Signature :

2. Name & Signature:

**P A R T – I-BASIC INFORMATION**

<b>Sl.</b>	<b>Particulars</b>	<b>Information</b>
1	Name of the organization	
2	Type of Organization- Whether Proprietorship, Partnership	
3	Name of the Proprietor/Partners/Directors in the Organization	
4	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.	
5	Experience in the respective field of work (in years)	
6	Name and address of the Bank/Bankers.	
7	Yearly turnover of the organization for the last 3 years ending 31st March 2020 (Please, enclose copy of Audited Final Accounts in support).	
	Year 2019-20	
	Year 2018-19	
	Year 2017-18	
8	a) Registered Office address and Telephone number	
	b) Office address through which the work will be handled in Bhopal	
	*Details of factory and its location, machinery, technical personnel to be employed to be attached in separate sheet.(If any)	
9	Whether working with any of the Govt./Semi Govt. Undertaking/s as approved contractors and if so, furnish details in Part II.	
10	Whether any technical personnel are employed In the organization and if so, give details of their experience, qualification etc. Part III	
11	Indicate If involved in any litigation, arbitration or any civil suits pending in any of the works executed during last 3 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation.  Attach a separate sheet if required.	
12	Kindly mention if your firm/agency/company is blacklisted/ debarred by NABARD mention the relevant details	

**P A R T – II**

**List of technical personnel, Giving Details About their Technical Qualifications, Experience, etc.**

Sl. No	Name	Age	Qualifications	Experience	Nature of works handled	Name of the projects handled costing more than Rs.8.00 lakhs	Date from which employed in your organization	Any other remark
1	2	3	4	5	6	7	8	9

Signature of the applicant

Seal

\* Attach a separate sheet, if required.

### PART-III

#### Details of Bank account to be furnished by the contractors/ bidders for effecting payment through ECS (e-payments)

1	Name of Firm	
2	Address of Firm	
3	Contact Numbers	
4	Name of the account holder (appearing in the Bank account)	
5	Name of Bank	
6	Name of Bank Branch with Address	
7	Bank Code and Branch Code	
8	IFSc Code of Bank Branch	
9	Type of Account (Saving / Current)	
10	Account Number	
11	PAN of Firm	
12	GTIN No.	

Signature with seal

Please attach the following documents:

- 1) One cancelled cheque leaf of the above bank account details.
- 2) Copy of PAN card
- 3) Goods and Service Tax Identification number(GSTIN)
- 4) Address Proof (Aadhar Card/Voter ID card/Driving license/Passport)

## ANNEXURE - E

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

Between

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

And

..... hereinafter referred to as “**The Bidder/Contractor**”

### **Preamble**

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

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

### **Section 1 — Commitments of the Principal**

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

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

## **Section 2 — Commitments of the Bidder(s)/Contractor(s)**

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

## **Section 3 — Disqualification from tender process and exclusion from future contracts**

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

#### **Section 4 — Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 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 / Contractors/ Subcontractors**

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

#### **Section 7 — Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

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

#### **Section 8 — Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is:

Shri Subodh Kumar Goel 501, Tower-6

Common Wealth Games Village

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

### **Section 9 — Pact Duration**

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

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



**Section 10 — Other provisions**

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

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

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

Place

Date

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ABSTRACT TO GENERAL CONDITIONS OF CONTRACT**

Sr. No	Particulars	Details
1	Earnest money Deposit(EMD)	An initial part amount of <b>Rs.17,500/- (Rupees Seventeen Thousand Five Hundred only)</b> towards Earnest Money Deposit(EMD) of by way of fund transfer through NEFT/RTGS payable at Lucknow in favor of 'NABARD' to be submitted along with the 'Technical Bid'.
2	Date of commencement	Date of commencement shall be either one-week, from the date of issue work order to the contractor or day on which the contractor will take possession of site whichever is earlier.
3	Period of Completion	03 months reckoned from 10 <sup>th</sup> day of the date of issue of work order
4	Defects Liability Period	One year from the date of virtual completion of work.
5	Liquidated Damages	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.
6	Period of Final Measurement	30 days
7	Retention money from each interim bill	5% of the gross value of entire work.
8	Total Security Deposit including Earnest Money and Retention money deposit	As per Clause 32, of General Conditions of tender Document
9	Delayed Payments	No interest will be paid no this account

**DECLARATION**

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by NABARD to ensure completion of same within the target date as mentioned in the tender document.

**Witness:** \_\_\_\_\_

Signature of Tender

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: All clarification if any should form a part of technical bid. Technical clarifications after opening of the tender will not be entertained at any cost**

**PRICE BID (PART – II)**

**SCHEDULE OF QUANTITIES & WORK SPECIFICATION**

Tender for “Terrace water proofing works at NABARD’s Office Premises at Lucknow, Uttar Pradesh”

Item No.	Description of work	Unit	Qty	Rate (Rs)	Amount (Rs.)
1	<p><b>Water proofing of terrace including terrace of staircase head room/ lift room terrace:</b> Providing and laying water proofing treatment on terrace head room/ lift terrace/ part of terrace of buildings where existing brick bat coba is in good condition, using <b>china mosaic finishing</b> which include the following steps:</p> <p>(a) Prepare the terrace surface by removing the existing plaster and cement mortar upto the level of brickbat coba and clean the surface with hard wire mesh and wash with water jet to remove dust, oil etc.</p> <p>(b) Apply a neat polymer slurry mix using SBR based polymer compound such as Roff Bond Repair W01 or equivalent conforming to IS 2645 over the surface at 1 litre chemical for 50Kg bag of cement and 20 litres of water or as specified by the manufacturer.</p> <p>(c) Fill the depressions on the surface with polymer modified cement mortar made with Roff bond repair W01 or equivalent confirming to IS 2645, at 10 litre chemical, 125Kg zone II sand and 5-7 litre water for 50Kgs of cement or as specified by the manufacturer. The large depressions on the surface has to be filled with polymer modified cement concrete 1:2:4 (cement: zone II sand: broken bricks aggregates with nominal size 20mm) using polymer compound of approved make as per manufacturer specifications. About 15-20% of the area may be considered of these applications for the purpose of estimation.</p> <p>(d) Apply water proofing chemical coating in two layers (longitudinal an lateral directions) at 1 to 1.5mm thickness, using water proofing chemical compound of approved make such as Roff Hygaurd C02 or equivalent as per manufacturer specification. Curing must be done only by placing a wet hessian at least upto 72 hrs after drying and thereafter by proper curing with water as specified by the manufacturer. The prepared surface should be wetted with water to achieve a saturated surface by drying condition before application of coating. The terrace so prepared shall be flooded with water for 7 days for testing.</p> <p>(e) Providing screed protection to the chemical coating using 20mm thick plastering in cement mortar of mix 1:4 (1 cement: 4 zone II sand), admixed with water proofing compound of approved make such as ROff Hyproof W02 (at 140ml per 50Kg of cement) or equivalent conforming to IS 2645. The screed should be cured for minimum of 3 days.</p> <p>(f) Finishing of surface with china mosaic of approved colour and design with 12mm thick cement mortar of mix (as 1</p>	Sqm	1200		

	<p>cement: 4 zone II sand), admixed with water proofing compound of approved make such as ROff Hyproof W02 (at 140ml per 50Kg of cement) or equivalent conforming to IS 2645, as per manufacturer specification and as approved by the Engineer in-charge.</p> <p>(g) All the operations are to be done in order and as directed &amp; specified by the Engineer in-charge. The rate quoted should include all the necessary arrangements required for the proper completion of work such as rounding of junction walls and slabs, filling up of expansion/ structural joints with suitable chemicals , providing and fixing of rain water outlet pipes (PVC) to match with the level of terrace and connecting the pipe with the rainwater drainage pipes outside with scaffolding/ jhulla as required, sealing of joints with suitable chemicals, including the charges of all the material used, removal of debris to outside the municipal limits etc complete as directed.</p> <p><b>(Rate in words)</b></p>				
2	<p><b>Water proofing of parapet:</b> Providing and laying water proofing treatment on vertical surfaces of parapet walls by fixing china mosaic of approved colour, over cement mortar 1:4 (1 cement: 4 coarse sand), admixed with water proofing compound of approved make such as ROff Hyproof W02 (at 140ml per 50Kg of cement) or equivalent conforming to IS 2645, as per manufacturer specification and as approved by the Engineer in-charge, to the required thickness including preparation of surface by removal of existing plaster upto required level and re-plaster the wall to proper line and level, connecting rainwater outlets to proper line and level &amp; sealing the joints with suitable chemicals, including cost of all materials, labour, curing, removal of debris beyond municipal limits etc complete as directed by the Engineer.</p> <p><b>(Rate in words)</b></p>	Sqm	340		
3	<p><b>Crack filling:</b> All the cracks except hair line cracks, should be opened up with cutting machine in “V” shape, clean with wire brush and washed and then to be filled up by polymer modified cementitious repair mortar such as Roff plaster coat R 03 &amp; 05 or equivalent make as per manufacturer specifications including cost of materials, labour, curing removal of debris etc complete as directed by the Engineer.</p> <p><b>(Rate in words)</b></p>	Rmt	300		
<b>Total</b>					
<b>Add GST</b>					
<b>Total</b>					
<b>Total in words</b>					

**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.

- 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 MGST/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 and tenders without EMD will be rejected.

Accepted all terms & conditions of technical & price/financial bid.

Place :

Date (Signature of the Tenderer)

Address :

Name and Seal