

# PART - I

## TENDER DOCUMENT FOR

**Structural Repairs, Waterproofing & laying of Tremix for Exit Ramp in NABARD  
Head Office, Mumbai-400051**

<b>Tender Schedule</b>	
Issue of Tender	12.03.2024
Pre-Bid Meeting	19.03.2024 on 11.00 Hrs.
Last date for submission of Tender	02.04.2024 up-to 14.00 Hrs.
Opening of Technical Bids	03.04.2024 at 15.00 Hrs.
Opening of Price Bid	Will be communicated



**NABARD**

**Department of Premises, Security and Procurement**

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

<b>Index</b>		
<b>Sr.no.</b>	<b>Particulars</b>	<b>Page</b>
<b>Part-I</b>		
1.	Notice Inviting e-Tender	3
2.	Form of Tender	7
3.	Pre-qualification criteria of the bidder	10
4.	Scope of works	12
5.	General Instructions to Bidders	14
6.	Terms and Conditions	23
7.	Technical Specifications	35
8.	List of Approved Makes of Materials/ Trade	49
9.	Safety Precautions	51
10.	Information to be furnished By the bidder	52
11.	Articles of agreement	57
12.	Indemnity Bond	60
13.	Format of Virtual Completion Certificate	62
14.	Pre Contract Integrity pact	63
15.	Undertaking for Performance Warranty	71
16.	Pro-forma of EMD credit details	73
17.	Pro-forma of furnishing Account details for payments	74

Date: 12.03.2024

M/s

Dear Sir,

**निविदा आमंत्रण सूचना**  
**NOTICE INVITING e-TENDER**

**TENDER for Structural Repairs, Waterproofing & laying of Tremix for Exit Ramp in NABARD Head Office, Mumbai-400051**

- 1.** NABARD intends to undertake the work of “Structural Repairs, Waterproofing & laying of Tremix for Exit Ramp in NABARD Head Office, Mumbai-400051” through e-tender platform of CPPP under two bid system (Technical bid & Price bid) and therefore, invite offer from the contractors/firms for the work. The bidder shall submit two separate E-bids for the work - Technical Bid and Price Bid. The bid documents can be downloaded from the website of CPPP and NABARD website.
- 2.** The interested bidders eligible as per qualifying criteria as mentioned elsewhere in the technical bid document can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids in CPPP only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the bidders.
- 3.** The tender document is available on NABARD website [www.nabard.org](http://www.nabard.org) and CPPP Portal i.e., <http://eprocure.gov.in/eprocure/app> for download. No physical copy shall be provided by NABARD and submitted to NABARD.
- 4.** EMD of Rs.33,000/- amount shall be furnished along with the technical bid.
- 5.** The EMD amount shall be directly credited to NABARD account as detailed below –

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

6. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected outrightly. No interest is allowed on the EMD/RMD/BG.
7. MSE registered vendor are exempted from furnishing EMD. For this they need to submit valid MSE registered certificate.
8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
9. It may be noted that it will be a two bid system tendering wherein the first bid will be 'Technical Bid' and second bid will be the 'Price Bid'. Bidders are advised to submit e-tender (e-bids) through e-Procurement portal <https://eprocure.gov.in> only, after carefully following the instructions related to systems and procedures as indicated in CPPP. In case of any further guidance, help and support while submission of e-bids, bidders may contact our Facility Management Personnel as per the contact details as mentioned under:

**Contact details for online e-tendering support –**

Sr.no.	Name of Person	Contact no.
1.	Ms. Trusha Sonawane	99676 99576 e-mail: <a href="mailto:fmp.cppp@nabard.org">fmp.cppp@nabard.org</a>

Or contact 1. Mr. Dharmaraj K, AM. **Mob:** 77081 78967 **E-mail:** [dharmaraj.k@nabard.org](mailto:dharmaraj.k@nabard.org)

2. Mr. B V Dulani, AGM. **Mob:** 70212 32382 **E-mail:** [Dulani.bv@nabard.org](mailto:Dulani.bv@nabard.org)

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

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

- a. EMD counter-foil OR required MSME and NSIC enlistment certificate
- b. Notice Inviting Tender
- c. Form of Tender
- d. Pre-qualification criteria of the contractors
- e. Special Instructions to Bidders
- f. General terms and conditions
- g. Technical Specifications and compliance sheet
- h. List of approved makes of materials/trade
- i. Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria.
- j. Integrity pact – The bidders have to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. **It would be a preliminary qualification and bid documents will be summarily rejected in the absence of the Integrity Pact.**

12. **Price Bid (Part-2) shall contain:**

- a. Duly Priced Schedule of Quantities

13. Last date for submission of bids is 14.00 Hrs on 02.04.2024.

14. Technical bids will be opened at 15.00 Hrs on 03.04.2024.

15. Price bid will be opened on some suitable date, which will be communicated later.

16. Bids should not contain any additional conditions whatsoever and any conditional bids shall be rejected.

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

- a. Validity of the tender shall be 90 days from the date of opening of technical bid.
- b. Time of Completion: The time of completion for the total project shall be 75 days from the 10<sup>th</sup> date of issue of work order.
- c. Liquidated damages for delay by the contractor (successful bidder) 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.

18. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

19. **A pre-bid meeting has been scheduled at site i.e. NABARD Head Office at Mumbai-400051 on 19.03.2024 at 1100 hrs.** in presence of Bank's Officials to guide the bidders about the scope of work and clarify the doubts of work, if any, of the prospective bidders. The bidders are requested to participate in the scheduled pre-bid meeting. The bidders are advised to conduct a site survey and satisfy themselves about the overall feasibility of work well before attending the pre-bid meeting. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office by e-mail to [dpsp@nabard.org](mailto:dpsp@nabard.org) **at least two working days** prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid document or any other condition in the technical bid document after pre-bid meeting, if required, and same will be uploaded on website.

- Sd -

**(A K Pittan)**

**Deputy General Manager**

## 2. FORM OF TENDER

To,

Date:

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

Dear Sir,

### **TENDER for Structural Repairs, Waterproofing and Laying of Tremix for Exit Ramp in NABARD Head Office, Mumbai-400051**

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

### **2. MEMORANDUM**

<b>Subject</b>	<b>Specification</b>
Description of work	TENDER for Structural Repairs, Waterproofing and Laying of Tremix for Exit Ramp in NABARD Head Office, Mumbai-400051
Location	NABARD Head Office, Mumbai- 400051
Earnest Money Deposit	Rs. 33,000/-
Time allowed for completion of the work	The time of completion for the total project shall be 75 days from the 10 <sup>th</sup> date of issue of work order.
Liquidated Damages	Will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof by the contractor, subject to maximum of 5% of the value of the accepted

	tender for delay in completion of the work within the syipulated period.
Defect Liability Period	1 year from the date of virtual completion as certified by the Bank's Official.
Performance warranty for waterproofing works	Undertaking in Rs.200/- non judicial stamp paper as per the prescribed format indicated elsewhere in the tender document valid for 5 years from the date of completion of defects liability period.
Retention Money Deposit (RMD)	RMD @5% shall be deducted from the Running Account (RA) bill
Security Deposit	Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be limited to 5% of the total value of work executed. No interest will be paid on it.
Clarification	Bidder will have to submit the detailed rate analysis with justification, if required by the Bank.
Value of work for interim/ RA bills	Rs. 8 Lakh.
Water & Electricity	As far as possible, water and electricity shall be provided by the NABARD. In-case of non-availability, contractor may have to arrange the water & electricity on their own.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.
4. I/We hereby declare that I/we are not blacklisted by any Central/ State Government/ agency of Central/ state Government of India, Public Sector Undertakings/ any Regulatory authorities in India for any kind of fraudulent activities.

Our Bankers are:

- i) ..... Bank, ..... Branch, ....., Mumbai

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

The names of partners of our firm are:

- i)
- ii)
- iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

### **3. PRE-QUALIFICATION CRITERIA OF THE BIDDER**

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

<b>S.No.</b>	<b>Description</b>
1.	<p>The bidder should have experience of executing Structural Repairs and Water proofing works during the last 5 years as on 31.12.2023. Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies/ Corporate Bodies such as Copies of Purchase Orders and related completion certificates as required by Technical Bids received from the respective Government Departments / PSUs / Autonomous Bodies / Corporates during the last five years should be enclosed / uploaded with technical bid.</p> <p><b>Following documents should be submitted :</b></p> <ol style="list-style-type: none"><li>1. Copy of work order (s) /Contract document (s).</li><li>2. Completion Certificate (s) OR Copy of the Invoice certified by the clients.</li></ol>
2.	<p>Bidders should have successfully completed during last 5 years (ending 31.12.2023) at least:</p> <ol style="list-style-type: none"><li>a. three similar works with individual work value costing not less than Rs. 6.6 lakhs.</li><li>b. two similar works with individual work value costing not less than Rs. 8.25 Lakhs.</li><li>c. one similar works with individual work value costing not less than Rs. 13.2 Lakhs.</li></ol> <p><b>Definition of Similar Works:</b> Structural Repair and Waterproofing Works.</p>
5.	<p>Proof for the presence of Office set-up in Mumbai, Maharashtra. The bidder should have direct support office at Mumbai Metropolitan Region (MMR)/Thane/Navi-Mumbai. Proof of address of office and the relevant work order/contract document.</p>
6.	<p>Minimum Average Annual Turnover of the bidder (For 3 years ending on 31.03.2023) – Rs. 32 lakhs. The contractor shall submit copies of balance</p>

	sheet / Profit & Loss a/c of the firm for the last three years (FY ending 31.03.2023). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
7.	Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD
8.	EMD amount of Rs.33,000/- in case not seeking exemption.
9.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
10.	Copy of GST Registration Certificates
11.	Copy of PAN Card
12.	Copies of Income Tax Return filed for last three financial years ending 31.03.2023
13.	Integrity pact – The bidder has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper at tenderer's cost with Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
14.	The bidder should submit undertaking/affidavit duly notarized stating that his / their/her firm is not blacklisted in NABARD/ Govt. / semi Govt. institutions on Rs. 100/-stamp paper. The undertaking/affidavit should be of latest date and in original.

## **5. SCOPE OF WORKS**

1. The scope of work is described in the BOQ of the tender (price-bid) document. The Contractor shall carry out and complete the said works in every respect in accordance with the specifications, terms & conditions in the tender document and with the directions of and to the satisfaction of the NABARD. The NABARD may in their absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to.
  - i. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
  - ii. Providing sample color/shade of painting and the same may be showcased at site for selection prior to the execution.
  - iii. Any discrepancy in or divergence between the Drawings or between the schedule of quantities and/or drawings and/or specifications.
  - iv. The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof.
  - v. The removal and/or re-execution of any works executed by the Contractor.
  - vi. The postponement of any work to be executed under the provisions of this Contract.
  - vii. The dismissal from the works of any person employed thereupon.
  - viii. The opening up for inspection of any work covered up.
  - ix. The amending and making good of any defects.
  - x. Coordination of work with other agencies.
  - xi. The employer shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
2. The contractor shall forthwith comply with and duly execute any work comprised in such NABARD instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the NABARD shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Bank's Engineer such shall be deemed to be the NABARD instructions within the scope of the contract.
3. Where extra work cannot properly be measured and valued the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by

the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the NABARD and the materials deployed, shall be delivered for verification to the NABARD not later than the end of the week following that in which the work has been executed.

4. If the contractor fails to comply with NABARD instructions within a fortnight after the written notice from the NABARD requiring compliance with such instructions, NABARD may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

5. For the purpose of entering day to day instructions by the NABARD, the contractor shall maintain at his own cost, a '**Site Instruction Book**' in quadruplicate in which the instructions will be entered by NABARD.

#### **DECLARATION BY THE CONTRACTOR**

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

**Seal and Signature of the contractor**

**Place:**

**Date:**

## **5. GENERAL INSTRUCTION TO BIDDERS**

### **1. Instructions to Bidder**

- i. The bidders are advised to submit the tender strictly based on the pre-qualification criteria, General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions will be rejected at the Bank's discretion.
- ii. The bidder shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- iii. Intending contractors are required to submit their profile by giving details in the enclosed Pro-forma about their organization, experience, professional personnel in their organization, competence, etc.
- iv. The bidder must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.

### **2. Submission of Tender**

- i. Tenderer are advised to use only the forms issued by NABARD. However, if they desire to submit additional information, they may do so on their own letter head / paper. Each page of the forms shall be signed by the contractor. Insertions, postscripts and additions shall not be valid unless confirmed by the tenderer's signature.
- ii. Part I (Technical Bid) - This part shall contain the covering letter, un-priced tender consisting of complete technical specification and commercial terms and conditions. Part I of the tender as submitted shall also contain the following:-
  - a. Earnest Money Deposit in form of Bank Deposit.
  - b. Signed, sealed and stamped pre-bid pre-contract Integrity Pact on non judicial stamp paper of Rs 200/- as per the proforma given in the tender document failing which the tender will be summarily rejected.

iii. **Part II - Price Bid**

- a. This part shall contain prices in Indian Rupees only as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.
  - b. This contract is neither a fixed lump sum contract nor a piece work contract but is a item rate contract to carry out the work in respect of provision of the tender to complete in all respect.
  - c. Bills to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
  - d. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the completion of work.
3. Tenderer shall supply all tools, plants, labour and consumables etc. as required for executing the work as per tender.
  4. During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and contact his past clients for verification of information given by the applicant. During the site visit, if quality of the work executed is found to be unsatisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor is found to be fraudulent/ manipulated/ false/amended, the contractor shall be blacklisted for the period as decided by NABARD for participating and awarding any work in NABARD.
  5. During the execution of work, contractor must deploy qualified personnel having experience in excuting the similar works.
  6. **SITE VISIT MANDATORY:** The Bidder may visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the said works. The costs of visiting the Site shall be at the Bidder's own expense. Site inspection report dully signed by the Bidder should also be submitted with the tender along with the documents as given below.

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

Site Inspection Report:

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

Name and Signature \_\_\_\_\_

7. The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will render applicant not eligible for qualification of bid without any intimation.
8. The duly filled tender signed on each page shall be uploaded in CPPP portal. Incomplete tender liable to be rejected.
9. Price bid shall be opened of only those contracting firm who are qualified in pre-qualification criteria.
10. Tender containing false and/ or incomplete information is liable for rejection and consequences.
11. The tender must be submitted in the Pro-forma without editing the text whatsoever. Any Violation of this condition shall render the tender invalid.[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III].
12. The tenders shall be signed by the person/persons on behalf of the Organization having necessary Authorization/Power of Attorney to do so. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application,if required).
13. If the space in the Pro-forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the Pro-forma and serial number. Separate sheets shall be used for each part of application, if required.
14. 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. 6.6 lakhs and above**.
15. The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD.

16. In case L-1 bidder quotes abnormally low rates the bank may ask such bidder to submit the rate analysis of the item with justification. Failure to which, bid may be considered non-responsive and liable for rejection.
17. The client will provide Water & Electricity. In case of non-availability of the same, contractor should make the arrangement at his own cost. All the necessary arrangement for electricity points i.e., cable, switch etc. contractor shall provide same.
18. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the e-tendering CPPP portal.
19. Price bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.
20. All the protocols / guidelines related to COVID- 19 or other matters fixed by government to be followed by the contractor at his own cost.
21. Taxes- The prices quoted for the work shall be deemed to have included all taxes, custom duty, excise duty, GST or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. The period of insurance should commence from the 10<sup>th</sup> day of issue of Work Order by NABARD to the date of issue of Virtual Completion Certificate. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and GST-TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor. The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.
22. Validity of Tender- The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Technical Bid, which period may be further extended by mutual agreement between NABARD and bidder and the bidder shall not cancel or withdraw the tender during this period.
23. **Earnest Money, Initial Security Deposit and Retention Money Deposit** The Tender must be accompanied by Earnest Money deposit receipt in the form of Direct Deposit in the Bank through NEFT or Valid MSE registration certificate. Tender not accompanied by EMD receipt or Valid MSE registration certificate shall be rejected. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned to the bidders.

**24. Initial Security Deposit:** The successful bidder to whom the Contract is awarded shall deposit as initial security deposit of a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money Deposited by him. The successful bidder shall pay Initial Security Deposit within 10 days after receipt of the work order. No interest shall be paid on this security deposit. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or noncompliance with the conditions of the Contract.

**25. Retention Money Deposit :** Apart from the initial security deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from running account bills @ 5% of the gross value of bill amount claimed and approved in each running account bill. However, the total security deposit, the initial security deposit amount plus the retention amount shall put together not exceed 5% of the Contract price as determined after considering all variations as approved. On completion of the defect liability period (1 year reckoned from the virtual completion of the work), 50% of security deposit will be released to the contractor and remaining 50% of SD shall be retained by the Employer till the end of the Performance warranty period for water proofing works (5 year reckoned from the completion of defects liability period). All repair costs during aforesaid Defects Liability Period and Performance Warranty Period shall be borne by the Contractor. If the Contractors do not carry out the rectification work during the Defects Liability Period and Performance Warranty period, then the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the amount so retained.

**26. Lowest Tender Not Necessarily To Be Accepted**

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

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

**28. Labor stay at site: No Labor stay at site is allowed**

**29. Signing of Contract Agreement**

- i. The General instructions to the bidders and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed

with the tender documents and the subsequent correspondence exchanged between NABARD and the bidder shall be the basis of the work Order/final contract to be entered into with the successful bidder.

- ii. The bidder shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
- iii. On receipt of intimation from NABARD of the acceptance of his/their tender, the successful bidder shall be bound to implement the Contract and within 14 days thereof, the successful bidder shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.
- iv. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to other remedies against the Contract.

### **30. Inspection of materials/work at site**

- i. NABARD at its discretion may inspect the material at site or elsewhere. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.
- ii. NABARD's officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require to make arrangements for inspection of work or any part thereof or any material at the work site or at any other place as specified by NABARD's officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to NABARD's officials a similar right.
- iii. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components.
- iv. NABARD's officials carrying out the inspection shall have the power to certify/ accept/ reject as follows :
  - a. Before any material or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.

- b. To reject any material or parts submitted as not being in accordance with the specification;
- c. To mark the rejected material with a rejection mark so that it may easily be identified if re-submitted.

31. **Completion Period:** Time allowed for carrying out the work is 75 days and shall be strictly observed by the Contractor and it shall be reckoned from the 10th day of issue of work order. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages at 0.25% of the value of the accepted tender for every week of his delay or part thereof in completion of work, subject to maximum of 5% of the value of the accepted tender value. The bidder shall, before commencing the work, prepare a detailed work programme in the form of Bar Chart which shall be submitted to NABARD for approval. The contractor shall submit a Bar Chart for completion of the work within the contractual completion period within the 10th day of Work Order. Such chart shall include all activities like the date of supply of material at site, completion of work etc. NABARD may provide open space within the compound of the building for storing the material. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/ enclosure for lockable storage to be erected by the vendor at his cost and shall be dismantled upon completion of work and make good the area. All debris to be disposed outside municipal limits by the contractor at his risk and cost.

32. **Insurance:** The contractor shall take all RELEVANT insurances at his cost within 10 days of issue of work order covering all kinds of risks till end of the contract period of the work, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall take at least the following risk related policies:-Contractor's All Risk Policy at 1.25 times of the value of the contract. Workmen compensation policy for all the workmen of the contractor at site. Third party liability policy of Rs.30 lakhs in a year.

**Note:**

- **These policies shall remain valid for all the time during the currency of the contract till the issuance of the Virtual Completion Period.** If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.

- The Contractor shall 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 by the contractor.
- The Contractor shall be responsible to fulfil 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.
- Any act of indiscipline / misconduct / theft / pilferage / careless activities 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.
- The Contractor shall provide NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the completion of work.
- All insurance to be effected by the Contractor or nominated sub-contractors, if any.
- The Contractor has to Add-on covers under this policy, if at all they are not included under the original policy like:
  - Clearing and removal of debris; Damage to surrounding property not forming part of the contract work. Maintenance visit / extended maintenance cover to cover accidental loss or damage whilst carrying out any rectification during maintenance period and / or any amount incurred for rectification of such original defects or faults during construction.

33. The work should be carried out with least inconvenience to the staff. 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 staff of NABARD etc.

#### **34. Terms of Payment**

- i. Payment shall be paid in the Running bill. Against work done value as certified by the

NABARD Officer after taking joint measurement and complied with all other terms and conditions.

- ii. Final bill shall be released after complete measurement along with issuance of VCC, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
- iii. The Bank will recover 5% amount in first paid bill towards Retention Money Deposit.
- iv. No payment will be made without valid insurance policies.

### **DECLARATION BY THE CONTRACTOR**

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

(SEAL & SIGNATURE OF THE TENDERER)

ADDRESS:

PLACE:

DATE:

## **6.TERMS AND CONDITIONS**

1. The quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD.
2. Materials used should conform to relevant National/ International Codes.
3. 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 NABARD will be final.
4. The items not covered in the Schedule of Quantities of the Contract Document shall be paid at the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP plus Works GST as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD. The contractor shall claim the payment for extra item only after the rate for these items are approved by NABARD.
5. Rates should include all Taxes, GST, Duties, Octroi, Levies, Wages as per Act, service tax etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period and extended time if any on any account.
6. GST TDS and Income Tax TDS as applicable will be deducted from total payment due to the Contractor.
7. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and experience in their trade.
8. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.
9. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
10. 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 after making good the area clean without any extra cost to NABARD.

11. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
12. The successful bidder is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
13. The successful bidder must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
14. The work has to be carried out in working office premises and has to be done with minimum disturbance to the staff of the premises. Further, demolition and cutting works where noise pollution and dust pollution is high may have to be carried out during restricted hours / Saturdays / Sundays / NABARD's holidays etc. with properly protecting the surroundings by covering the work site within hessian cloth enclosure and take related safety measure so that working of the office does not get affected.
15. 50% of security deposit will be released after satisfactory completion of work and against issue of VCC. 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 risk and only thereafter the remaining Security Deposit will be refunded to the Contractor.
16. 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.
17. **Confidentiality:** The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the

Works in any trade or technical paper or elsewhere without the written permission of NABARD.

18. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
19. The contractor should provide suitable scaffolding made out of bamboos / MS Pipes and stands with working platforms to his workers for carrying out the work hassle free, smoothly and safely. The rates quoted shall include the charges for supplying and erecting scaffolding and its removal after completion of work.
20. Special care shall be taken by providing suitable covers like hessian cloth enclosure, tarpaulins, polythene sheets etc. to prevent dust nuisance and for protecting surrounding floors, furniture, costly equipments, other installations and parked vehicles in the influence area of his work in the premises. The work shall be carried out without any inconvenience to the staff, the rates quoted shall include all the above precautions and for handling and re-arranging the equipment/ installation/ furniture etc. and place in its original position after completion of work and any damage to property caused by the Contractor shall be made good by the Contractor at his cost. The contractor has to wash and clean the floors in the influence area of his activities at his cost after his daily completion of work.
21. Rates should include for removal of debris out of work site to the safe limit earmarked in the premises daily basis, removal of debris out of the premises and dumping to Municipal Corporations dump yard periodically, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted. The bill should be enclosed with the certificate in this regard issued by the NABARD's Assistant Care Taker.
22. The bidders 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 / deviated tenders may be rejected without making any reference to the bidders.
23. 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.

24. Notwithstanding anything stated above, NABARD reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD
25. The decision of NABARD in awarding the work shall be final and can not be subjected to arbitration
26. 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.
27. NABARD also reserves the right of supersession of any of the conditions, stipulated in the Tender Document.
28. **CONTRACTOR'S LIABILITY AND INSURANCE:** From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Explanation:**

- a. For the purpose of this condition, the expression “from the commencement to completion of work” shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.
- b. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as per the clause 32 in General instruction to the bidder.
29. **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer’s Liability Act 1938, Workmen’s Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour

(Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.

30. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

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

32. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:**

- i. The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting or other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from

- the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or Bye-laws in question.
- ii. The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Bank's Engineer and pay to such Authority, or to any Public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank's Engineer.
  - iii. The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank's Engineer, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

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

be got financially approved by NABARD before purchase and execution.

**34. CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS:**

- i. The Contractor shall give all necessary personal superintendence with professional experience during the execution of the works and as long thereafter as NABARD may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the NABARD's officer whenever required if demanded by NABARD.
  - ii. The Contractor shall maintain and be represented on site by qualified site supervisor, having sufficient experience in the said field, at all times while the work is in progress, details of the Site Supervisor must be shared prior commencement of the work. The site Supervisor must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by NABARD's Officer to such Site Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer should be able to read, write and speak English.
- 35. DISMISSAL OF WORKMEN:** The Contractor shall on the request of the Bank's Officer immediately dismiss from the works any person Employed there-on who may, in the opinion of the NABARD, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Bank's Officer.
- 36. ACCESS TO WORKS:** No person unless authorized by the Bank's Officer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Bank's Officer for doing so.
- 37. MEASUREMENT OF WORKS:** NABARD's Officer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified personnel to assist NABARD's Officer or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by NABARD's Officer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mention in the

tender be taken in accordance with the Indian Standard of "Method of Measurement, if any". The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

### **38. PRICES FOR EXTRAS ETC. ASCERTAINMENT OF**

Should it be found after the completion of the works from measurements taken in accordance with the previous paragraph that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:-

- i. The net rates or prices in the original Tender shall determine the valuation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.
- ii. The net rates or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (iii) hereof.
- iii. Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount any omission or additions relative to the amount of the whole of the Contract works or to be any part thereof shall be such that in the opinion of NABARD's Engineer, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, NABARD's Officer shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by NABARD before submitting the claim for extra items by the contractor. No escalation shall be entertained on the extra or deviated items.

- 39. REMOVAL OF DEFECTIVE WORK AND MATERIALS :**NABARD shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of NABARD's Engineer are not in accordance with the specifications or the instructions of NABARD's Officer and the substitution

of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by NABARD from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, NABARD in consultation with the contractor may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

**40. DEFECTS AFTER COMPLETION :**Any defect appearing within the "Defects Liability Period" for a period of one year after the Virtual Completion of the work or latent/patent imperfections or defect becoming apparent during this period arising in the opinion of NABARD's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of NABARD's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by NABARD or may be deducted by NABARD upon NABARD's Officer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer (NABARD) may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by NABARD's Engineer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor. Further, contractor shall be execute performance warranty for a period of five years from the completion of defects liability period and any deficiencies observed in the performance of the waterproofing membrane due to any reasons to be attended by the contractor at his own cost and shall be done within a reasonable time on intimation of the same by the Bank's Engineer.

#### **41. DELAY AND EXTENSION OF TIME**

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

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

#### **42. Mobilization Advance**

No advance payment shall be made.

#### **43. Termination of the contract:**

- i. The Contract can be terminated by NABARD on 7 days notice if works are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor. In such cases, the contractor's EMD will be forfeited.
- ii. Further, the contract can also be terminated by NABARD on the following grounds with 7 days notice:
  - a. In case of breach of any terms and conditions attached to this contract, NABARD reserves its right to terminate this contract.
  - b. In case any of documents furnished by the Contractor is found to be false at any

stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

- c. If the Contractor becomes insolvent or found to have offered any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and recover from the contractor any loss suffered by NABARD on account of the contract being terminated.
- d. Any act of indiscipline / misconduct / theft / pilferage / careless activities 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.
- iii. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the Contractor shall not be entitled to any compensation in the event of such termination.
- iv. Vacation of Premises on Termination of agreement - On the expiry or earlier termination of this agreement the Contractor shall remove himself and his workmen from the premises and all articles belonging to him.

#### **44. Dispute Resolution/ Arbitration:**

- i. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably.
- ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- iii. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Contractor a list of three names of persons who shall be presently unconnected with NABARD. Contractor shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within

- 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.
- iv. If Contractor fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Contractor.
  - v. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
  - vi. The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai only.
  - vii. Work under the Agreement shall be continued by Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

#### **DECLARATION BY THE CONTRACTOR**

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

(SEAL & SIGNATURE OF THE TENDERER)

ADDRESS:

PLACE:

DATE:

## 7. TECHNICAL SPECIFICATIONS

### 1. **Polymer Modified Cement Mortar Plastering: -**

#### i. **Materials:**

Polymer modified mortar is a two component polymer modified repair mortar composed of powder component based on cement binder, properly graded aggregates and additives & second component is liquid polymer of approved make it is to be mixed with water on site to produce a highly consistent, high strength cement mortar or using ready to use component supplied by manufacturer's in pre-packed containers/ bags. It is specially designed for repairs of RCC members like beams & columns, slabs & walls because it provides high compressive strength, high resistance to chlorides and carbon dioxide.

#### ii. **Scaffolding:**

Scaffolding as required for the proper execution of the work shall be erected. If work can be done safely with the ladder or jhoola these will be permitted in place of scaffolding.

#### iii. **Areas of Application:**

Repair & Reinstatement of Spalled concrete in RCC members beams, columns etc.

#### iv. **Method of Application:**

- a. The contractor shall submit mixing application procedure for approval prior to use.
- b. Contractor shall arrange to store all materials at the temperature recommended by the manufacturer and as directed by the consultants.
- c. **Surface Preparation**
  - i. A good base or foundation shall be prepared for successful application of polymer concrete.
  - ii. All unsound/ weak concrete material shall be first removed upto the required depth including undercut upto 6 mm behind the reinforcement bars, wherever required as directed by the Engineer. Chipping shall continue until there are no offsets in the cavity will cause an abrupt change in the thickness of the repaired surface.
  - iii. Expose fully any corroded steel in the repair area and remove all scale and corrosion deposits mechanically or ideally by grit blasting.

Subsequently, two coats of Rust pasivator of Polymer should be applied on cleaned reinforcement in 4 hours interval.

- iv. Clean the surface and remove loose concrete, any dust, oil paint, grease etc.

d. Priming

- i. Apply zinc primer of approved make over the cleaned re-bars & allow to dry before repair
- ii. The substrate should be primed by applying one neat/clear of bonding agent of approved make as follows: The contractor shall wet the surface ensuring that they are saturated but free of surface water. Prepare a bonding slurry of 1.5 to 2 part of cement to 1 part of polymer mixed to a lump free creamy consistency. Alternatively, the primer (bonding slurry) shall be made as per manufacturer's recommendations. The bonding slurry shall be worked well into the surface of the parent body using stiff brush ensuring that no pinhole are visible. Bonding slurry shall not be applied at a thickness in excess of 2 mm. If in the opinion of Engineer a second coat is necessary, the same shall be applied after the first coat is touch dry. The second coat shall be applied at right angle to the first to ensure complete coverage. The bonding slurry shall be applied to prepare a concrete and reinforcement substrate after tying in new reinforcement wherever specified in the form of bars or welded wire fabric. Cement base polymer modified mortar shall be applied as soon as possible after application of bonding slurry but always during the open time of adhesive.

e. Mixing:

- i. For normal application use of potable water as per manufacturer's specifications
- ii. First add polymer into water and mix for 2 minutes.
- iii. Then add powder slowly and mix till homogeneous mix is obtained. Mixing must be done with a mixer.

f. Application:

- i. Apply the mix to the prepared substrate by hand when primer becomes tacky. Ensure that the material has reached evenly behind bars.
- ii. Rendering of cement based Polymer modified mortar shall be done immediately after applying the bonding slurry to the prepared surface

preferably in coats of approximately 12-15 mm thickness, as greater thickness may lead to slumping. Further coats shall be applied fairly in rapid succession immediately after the previous layer gets set hard enough to receive the subsequent layer. After application of mortar the surface shall be either finished by impregnating 20 mm downgraded metal pieces or closed using a wooden float or steel trowel and furrowed subsequently, while the mortar is still green. A proper bond coat must be applied prior to application of each layer of polymer modified cement mortar.

iii. Mild cure the prepared surface with water for 7 days

g. Inspection and Quality Control:

i. Each completed work shall be systematically sounded with a hammer to check for dummy areas after hardening. In suspected areas or whenever directed by Engineer, contractor shall drill the cores from the finished work after 7 days and 28 days of mortar application. The cores shall be examined for evidence of poor workmanship by the Engineer and if he feels that either bonding work or the subsequent layer of mortar are not required workmanship, the contractor at the instruction of the Engineer shall dismantle such areas of work as required by the Engineer and redo the same after re-preparing the surface by chipping of mortar work and abrading the bonding slurry interface.

v. Measurements:

- a. Length and breadth shall be measured correct to a cm. The area shall be calculated in square metre correct to two places of decimal.
- b. Pre- measurements of the patches to be plastered shall be recorded after the old plaster has been cut and surface prepared.

vi. Rate:

- a. The rate includes the cost of all the materials and labour involved in all the operations described above.

## **2. Chipping of Unsound/ Weak concrete:**

i. Precaution, Preparation and Procedure:

- a. The Chipping of unsound work / concrete / delaminated layer of gunniting etc. shall be done by chipping( after properly supporting the member with false works) , in regular shape, with sides parallel or normal to the direction of the reinforcement. The chipping shall be done minimum 50 mm beyond the

perimeter of the spell. For a single spell, the repair area should have a minimum width of 100 mm in any direction. If a number of spells are closely located to each other, these should be included in a single area marked for repair. The cut shall be made normal to the surface of member. The minimum depth of cut should be 12 mm.

- b. Adequate care is to be taken not to cut the reinforcement steel and a cover metre could be used to estimate the depth of cover, for which nothing extra shall be paid.
- c. Chipping should be done upto the required depth as decided by the Engineer-in-Charge to produce sound concrete surface to a near uniform depth for the repair areas.
- d. Removal of concrete should begin at the interior of the repair areas and progress towards the boundaries. All edges and cavities shall be square shouldered.

ii. Measurements:

- a. Dimensions of area chipped off for RCC slabs, beams, columns etc. shall be measured in centimeters after the chipping / dismantling operation is completed for different thicknesses as specified in the item separately. The area of the chipped / exposed RCC surface shall be measured in sq. m correct to second place of decimal for different thicknesses as specified in the item separately.

iii. Rate:

- a. The rate shall include the cost of all the T&P required, labour involved and cost of all the operations as described above.

**3. Cleaing of Existing Reinforcement and Passivating its surface:**

i. Material:

- a. The alkaline chemical rust remover as approved by the Engineer-in Charge and should be procured in sealed containers indicating the batch number and the date of manufacture etc.

ii. Surface Preparation:

- a. The rust has to be removed from the surface of the reinforcement manually using chisels, wire brush, emery paper etc. as directed by Engineer-in-Charge at no extra cost, till the steel surface is cleared of all rust that could be removed manually or mechanically.

- iii. Application:
  - a. Then alkaline chemical rust remover, as approved by the Engineer-in Charge shall be applied with brush over the reinforcement surface thoroughly along the full length of rusted reinforcement. After 24 hours of its application the surface shall be cleaned with wire brush and all loose particles removed. It should then be washed clean, with water, thoroughly and allowed to dry. alkaline chemical rust remover should be applied to the reinforcement approximately one litter for 6 to 7 sqm. Of the steel area (assuming the surface of the reinforcement of rough) the consumption of the alkaline chemical rust remover should be about 0.40 liters per 10 Sqm. Area of RCC unit.
- iv. Measurements:
  - a. The area of the chipped / exposed RCC surface shall be measured in sq. m correct to second place of decimal for different thicknesses as specified in the item separately.
- v. Rate:
  - a. The rate shall include the cost of all the T&P required, labour involved and cost of all the operations as described above.

#### **4. Bonding Coat:**

- i. Material:
  - a. SBR polymer modified cementitious bond coat and epoxy bonding adhesive shall be approved by the Engineer-in Charge.
- ii. Surface Preparation:
  - a. Bonding coat is required to be applied for adhesion of applied repair concrete or mortar to the parent concrete. For this, the surface should be thoroughly cleaned by brushes and by blowing air from hand operated pump. The surface shall then be saturated with water (but without excess water).
- iii. Application:
  - a. The components of bonding coat shall be weigh batched and mixed in specific proportions, in a clean container, as per manufacturer's specifications or as directed by the Engineer-in-Charge. They should then be blended to a uniform and homogeneous mixture, lump free and of creamy consistency.
  - b. The specified bond coat should be applied by stiff nylon bristle brush. The bonding material should be worked well onto the concrete surface of the parent concrete including reinforcement surface ensuring that no pinholes are visible. The SBR polymer modified bonding cement slurry shall be applied to a

thickness not more than 2 mm. A second coat shall be applied within 15 to 20 minutes of application of the first coat at right angles to the first coat to ensure complete coverage and absence of pin holes.

iv. Measurements:

- a. Area of exposed RCC unit shall be measured in sqm correct to two decimal places for the purpose of payment.
- b. Shall include cost of all inputs of material, labour and T&P etc. involved in all the operations as described above.

v. Rate:

- a. Rates shall include all the materials, labour, T&P in all the operations as described above.

**5. Concrete Works:**

i. Structural Concrete shall be as per IS:456-2000 : Clause-6

ii. Concrete Making Materials

- a. Cement: Ordinary Portland Cement conforming to IS:269, IS:8112, IS:12269; Portland Slag Cement conforming to IS:455, Portland Pozzolana Cement as per IS:1489 (Part-1)
- b. Mineral Admixtures: Fly Ash conforming to Grade-I of IS:3812
- c. Aggregates: Aggregates shall comply with requirements of IS:383 The size of Aggregate : The nominal maximum size of coarse aggregate should be 20mm.
- d. Water: Water as per Clause 5.4 of IS:456 2000.
- e. Admixture: : Admixtures shall comply with IS:9103

iii. Storage of Materials: Storage of Materials shall be as per IS:4082

iv. Production of Concrete as per Clause 10 of IS:456.

v. Ready Mix Concrete:

- a. The contractor shall procure RMC from the RMC plant approved by NABARD only. The RMC prepared and transported will be as per relevant IS:4926. The following information on the performance of Ready Mix Concrete supplied by the plant shall be obtained
- b. Following past data regarding raw materials and equipment deployed shall be obtained from RMC manufacturer
  1. Cement: Grade, Source, Type & IS code, Average strength @ 3 days, 7 days, 28 days, Initial & Final Setting time

2. Coarse Aggregate: Size, Source, Grading zone, Finness modulus, Sepsific Gravity, Bulk Density, Crushing value, Impact value, Abrasion value, Soundness, water absorption, Surface water
  3. Fine Aggregate: Source, Grading zone, Finness modulus, Sepsific Gravity, Bulk Density, Crushing value, Impact value, Abrasion value, Soundness, water absorption, Surface water
  4. Water: Source, pH value, Solids, Organic, Inorganic, Sulphates & suspended Matters
  5. Mineral Admixture: Source, Fineness Modulus, Lime Reactivity, Soundness expansion, chemical analysis
  6. Chemical Admixture: Source, Type & Data sheet
  7. Compressive strength of cubes @ 3 days, 7 days and 28 days
  8. RMC plant batching tolerance for various materials
  9. Mixing efficiency as per IS
  10. Mix design report of the required concrete grade to be provided by RMC for approval
- c. Conveyance: Ready Mix Concrete shall be brought to the site by transit mixers (agitators). The contractor shall procure RMC from the RMC plant approved by NABARD only. Ready Mix Concrete prepared and transported will be as per relevant IS 4296. Ready Mix Concrete will be brought to the site from RMC plant only by transit mixers (agitators). Every transit mixer will carry delivery challan, mentioning the minimum following details:
1. Name of Manufacturer and Depot
  2. Serial No of challan
  3. Date
  4. Truck No
  5. Name of the contractor to whom the RMC is being supplied
  6. Location of contract work
  7. Grade of concrete
  8. Specified workability
  9. Cement content and grade of concrete
  10. Time of loading
  11. Quantity of concrete

A computerized print out showing details of ingredients of ready mix concrete including admixture viz. the actual weight of each ingredients, required weight

of each ingredient as per mix design etc. shall invariably be obtained with each transit mixer carrying RMC on site. The computerized sheet shall be signed by the site in charge and contractor's representative and shall be preserved as a record on the site. When the truck arrives on site, the drum should always be speeded to about 10 to 15 rev/min. for at least 5-10 minutes, to make sure that the concrete is thoroughly mixed and uniform, before discharge. All taxes / duties etc. will be borne by the contractors and not by the NABARD. No extra payment will be made for the use of admixtures.

- d. Samples of concrete shall be taken in accordance with the requirements of the specification at the point and time of delivery. The sampled concrete shall be tested in accordance with the specification. The test results shall be certified by Owner/Engineer. If at any time the ENGINEER is not satisfied that the ready-mixed concrete complies with the specification, ENGINEER may alter the frequency of the sampling

vi. Formwork

- a. Formwork shall be all inclusive and shall consist of but not limited to shores, bracings, sides of footings, walls, beams and columns, bottom of slabs etc. including ties, anchors, hangers, inserts, false work, wedges etc.
- b. Formwork shall be designed to fulfil the following requirements in addition to normal requirements:
  1. Sufficiently rigid and tight to prevent loss of grout or mortar from the concrete at all stages and appropriate to the methods of placing and compacting.
  2. Capable of providing concrete of the correct shape and surface finish within the specified tolerance limit as per IS 456.
  3. Made of suitable materials
  4. Capable of being cleaned and/or coated if necessary immediately prior to casting the concrete; design temporary openings where necessary for these purposes and to facilitate the preparation of construction joints.
- c. The faces of formwork coming in contact with concrete shall be cleaned and two coats of approved mould oil applied before fixing reinforcement. All rubbish, particularly chippings, shavings, sawdust, wire pieces dust etc. shall be removed from the interior of the forms before the concrete is placed. Where directed, cleaning of forms shall be done by blasting with a jet of compressed air at no extra cost.

- d. The formwork may be of timber, plywood, steel, plastic or concrete depending upon the type of finish specified. Timber for formwork shall be well seasoned, free from sap, shakes, loose knots, worm holes, warps and other surface defects. Joints between formwork and formwork and structures shall be sufficiently tight to prevent loss of slurry from concrete, using seals if necessary.

vii. Transporting, Placing and Compaction of concrete:

- a. Concrete shall be transported from the mixing plant to the formwork with minimum time lapse by methods that shall maintain the required workability and will prevent segregation, loss of any ingredients or ingress of foreign matter or water.
- b. Concrete shall not be placed in flowing water. Under water, concrete shall be placed in position by tremies or by pipeline from the mixer and shall never be allowed to fall freely through the water
- c. Concrete shall normally be compacted in its final position within thirty minutes of leaving the mixer. Concrete shall be compacted during placing with approved vibrating equipment without causing segregation until it forms a solid mass free from voids thoroughly worked around reinforcement and embedded fixtures and into all corners of the formwork. Immersion vibrators shall be inserted vertically at points not more than 450 mm apart and withdrawn slowly till air bubbles cease to come to the surface, leaving no voids. When placing concrete in layers advancing horizontally, care shall be taken to ensure adequate vibration, blending and melding of the concrete between successive layers. Vibrators shall not be allowed to come in contact with reinforcement, formwork and finished surfaces after start of initial set. Over-vibration shall be avoided.
- d. All necessary equipment required for concrete works shall be maintained in clean and good working condition by the CONTRACTOR. In case ENGINEER feels that the equipment is not maintained properly, it will be rejected and CONTRACTOR shall replace with new equipment at no extra cost to the OWNER

viii. Curing

- a. All concrete, unless directed otherwise by ENGINEER, shall be cured by use of continuous sprays or ponded water or continuously saturated coverings of sacking, canvas, hessian or other absorbent material for the period of complete hydration with a minimum of 7 days. The quality of curing water shall be the same as that used for mixing.

ix. Construction Joints and Keys

- a. Concrete shall be placed without interruption until completion of work between construction joints. If stopping of concreting becomes unavoidable anywhere, a properly formed construction joint shall be made with the approval of ENGINEER.
- b. Dowels for concrete work, not likely to be taken up in the near future, shall be coated with cement slurry and encased in lean concrete.
- c. Before resuming concreting on a surface which has hardened, all laitance and loose stone shall be thoroughly removed by wire brushing/hacking and surface washed with high pressure water jet and treated with thin layer of cement slurry for vertical joints and a 15mm thick layer of cement sand mortar for horizontal layers, the ratio of cement and sand being the same as in the concrete mix.
- d. When concreting is to be resumed on a surface which has not fully hardened, all laitance shall be removed by wire brushing, the surface wetted, free water removed and a coat of cement slurry applied. On this a layer of concrete not exceeding 150mm thickness shall be placed and well rammed against the old work. Thereafter work shall proceed in the normal way.

x. Repair and Replacement of unsatisfactory concrete

- a. Immediately after the shuttering is removed, all the defective areas such as honeycombed surfaces, rough patches, holes left by form bolts etc. shall be brought to the notice of ENGINEER who may permit patching of the defective areas or reject the concrete work.
- b. All through holes for shuttering shall be filled for full depth and neatly plugged flush with surface.
- c. Rejected concrete shall be removed and replaced by CONTRACTOR at no additional cost to OWNER.
- d. For patching of defective areas all loose materials shall be removed and the surface shall be prepared as directed by the ENGINEER.
- e. Bonding between hardened and fresh concrete shall be done either by placing cement mortar or by applying epoxy. The decision of the ENGINEER as to the method of repairs to be adopted shall be final and binding on the CONTRACTOR and no extra claim shall be entertained on this account. The surface shall be saturated with water for 24 hours before patching is done with 1:5 cement sand mortar. The use of epoxy for bonding fresh concrete shall be carried out as directed by ENGINEER.

- xi. Vacuum Dewatering of slabs
  - a. Where specified floor slabs, either grade or suspended, shall be finished by vacuum dewatering including all operations such as poker vibration, surface vibration, vacuum processing, floating and trowelling as per equipment manufacturers recommendation. The equipment to be used shall be subject to ENGINEER's approval.
- xii. Inspection
  - a. All materials, workmanship and finished construction shall be subject to continuous inspection and approval of ENGINEER. Materials rejected by ENGINEER shall be expressly removed from site and shall be replaced by CONTRACTOR immediately at no extra cost to OWNER.
- xiii. Clean Up
  - a. Upon the completion of concrete work, all forms, equipment, construction tools, protective coverings and any debris, scraps of wood, etc. Resulting from the work shall be removed and the premises left clean.
- xiv. Sampling and Strength of Designed concrete mix
  - a. Samples from fresh concrete shall be taken as per IS 1199 and cubes shall be made, cured and tested at 28 days in accordance with IS 516.
  - b. Frequency of sampling, Test specimen and Test results of sample shall be as per IS 456.
  - c. Any other tests such as for workability, durability etc, required at field shall be done as per IS 456.

## **6. Stamped Concrete**

- i. Stamped, textured or imprint concrete is a decorative concrete, used in flooring. Large number of finishes can be achieved with such concrete in desired colours with the surface resembling bricks, stones, tiles or wood. The process includes preparation of subgrade, placing of forms, providing reinforcement for stability, placing the concrete, screeding and finishing the concrete, applying colour and lastly, stamping the concrete using desired moulds.
- ii. Procedure of casting stamped concrete
  - a. Subgrade preparation: The subgrade is important for concrete roads and subsequently for stamped concrete. The subgrade must be well-compacted to stop settlement and cracks due to settlement.

- b. Placing the formwork: Next step is to place the forms made of wood, metal or plastic as per specifications of the item. Formwork should be clean with enough stiffness and capable of retaining its shape during casting of concrete.
  - c. Placing the concrete: In this step, concrete is placed, usually ready mixed concrete (RMC) as per design requirement. The concrete should be placed as close as possible to the destination. To avoid concrete splatters, adjoining structures may be protected from plastic sheets.
  - d. Screeding and finishing the concrete: Screed is basically a thin layer of cement and fine aggregates or cement, sand and aggregates of small size, laid on to a concrete floor base to act as a smooth flat levelling surface for taking on the final floor finish. The work done immediately following concrete placement is critical as imprinting is required after this step. The surface is levelled to prevent any undulations in a way that cement paste comes to the surface to permit a pre-defined imprint.
  - e. Applying colour: Desired colour is then added to the concrete for stamping.
  - f. The stamping: Before actual stamping, the stamp layout is diagrammed and enough workers are deployed as the window of time for stamping is generally short, especially in warm weather. Typically, the edges are pre-textured first so that when larger stamps are used later, they may not overlap the forms and get fully depressed into the concrete. The concrete is then stamped in the same sequence it was placed. Stamping alignment is checked regularly verifying the pattern to ensure desired outcome.
  - g. Curing: Curing is then carried out as per specifications.
  - h. Installing joints: Joints are then cut as per the requirements at planned locations.
  - i. Sealing stamped concrete: In final step, sealer is applied to enrich the colour of concrete and to block penetration of stains from dirt, chemicals, leaves, etc.
- iii. Specifications of Stamped concrete
- a. Stamped finish concrete is inclusive of UV resistant colour hardener, curing compound, release agent and acrylic sealer, special imprinting and texturing tools, sealer application tools, etc.
  - b. All stamping works is to be executed by the approved specialized agency as per the manufacturer's specifications and direction of Engineer-in-charge. Condition of preparation of mock-up sample of appropriate size can be included prior to taking up the stamping work.

- c. Concrete of the specified grade is to be used as base material for stamping over concrete.
- d. Regular grade UV resistant colour hardener of approved colours is to be used as per manufacturer's specifications.
- e. The release agent of approved make as per manufacturer's specification and colour(s) is to be used.
- f. The pattern shown in architectural drawings and approved by the Engineer-in-charge is to be made by using imprinting tools.
- g. The imprinted concrete slab is to be cured as per manufacturer's specifications.
- h. The acrylic sealer of approved make and as per manufacturer's specifications is used. The consumption of sealer should not be less than 0.167 litres per sq. m.
- i. Construction joints and/or expansion joints should be provided in accordance with the drawings and as specified in the specifications or as decided by the Engineer-in-charge.
- j. The concrete should be placed and screeded to the finished grade and floated to uniform surface using standard finishing tools and techniques as per manufacturer's specifications.
- k. The UV resistant colour hardener of approved colours duly approved by the Engineer-in-charge should be applied evenly to the surface of the freshly laid concrete by the dry shake method in two or more shakes, floated after each shake and trowelled only after the final floating.
- l. The release agent approved by the Engineer-in-charge should be applied evenly to the trowelled surface prior to imprinting.
- m. While the concrete is still in its plastic stage of set, the imprinting tools should be applied to the surface to get the desired pattern.
- n. The concrete should be cured in accordance with the manufacturer's recommendations. After initial curing period, the imprinted joints should be grouted, and surface be sealed as per manufacturer's specifications.

## **7. Painting:**

- i. The work of painting, colour washing shall be done according to IS: 2395 (1966) and 1477 (1959) and shall be to the entire satisfaction of the Engineer.
- ii. Exterior Painting: The surface shall be prepared as directed and by removing any existing fungus or mould growth shall be completely removed by thoroughly scraping and rubbing down with water jet, bristle/scrap with brush and sand paper then washing down with clean water and allowed to dry. The surface shall be brushed with

a soft bristle brush to remove any dust particles 24 hours after the wash. All the cracks shall be properly defined with sharp edge tool, cleaned & filled the same & crevices with polymer based crack filler etc. complete generally or as per the manufacturer's specification and as directed.

- iii. With acrylic waterproof exterior emulsion: Apply two coats of exterior emulsion as per manufacturers specification and colour/shade as approved by the Bank after applying a coat of exterior primer.

#### **8. Scaffolding:**

Unless otherwise instructed by the Engineer, single/double bamboo scaffolding (or MS props, if required at site) having two sets of vertical supports shall be provided for repair work. The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed. The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible. The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting. However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

### **8.LIST OF APPROVED MAKES OF MATERIALS / TRADE**

1. Any one of the approved makes or brands shall be allowed to be used after the samples are approved by NABARD.
2. The bidder 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 NABARD. 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.

<b>S No.</b>	<b>Material</b>	<b>Brand</b>
1.	Exterior Acrylic Emulsion	Jota Shield of M/s Jotun, Asian paints or equivalent
2.	Crack filling compound	Specified / Prescribed by the manufacturer viz. M/s. Sunanda specialty coatings pvt. ltd / M/s. Asian Paints / M/s. Nerolac / M/s. Dr. FIXIT / M/s. ICI Dulux, M/s SIKA, M/s FOSROC or other approved equivalent make
3.	Cement	ACC / Ambuja / Ultratech / Sankar / Ramco / Coromandel or equivalent
4.	Sand	Vaitrana river sand and Quartz sand only
5.	Rust Passivator	M/s Fosroc, M/s Sunanda, M/s Roff, Dr. Fixit, M/s Sika, M/s BASF or equivalent
6.	Polymer Modified Mortar (PMM)	M/s Fosroc, M/s Sunanda, M/s Roff, Dr. Fixit, M/s Sika, M/s BASF or equivalent
7.	SBR Bond Coat	M/s Fosroc, M/s Sunanda, M/s Roff, Dr. Fixit, M/s Sika, M/s BASF or equivalent

8.	Bond coat for micro concrete	M/s FOSROC, M/s Roff, M/s SIKA, M/s BASF or equivalent
9.	Water Proofing Compound	M/s Fosroc, M/s Sunanda, M/s Roff, Dr. Fixit, M/s Sika, M/s BASF or equivalent
10.	Micro Concrete	M/s Fosroc, M/s Sunanda, M/s Roff, Dr. Fixit, M/s Sika, M/s BASF or equivalent
11.	RMC	As approved by NABARD on submission of Mix Design and other documents
12.	Zinc rich epoxy	M/s FOSROC, M/s BASF, M/s SIKA, M/s Roff or equivalent

5. 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.
6. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

#### **SAMPLES FOR APPROVAL**

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

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

**Date :**

**Place :**

Seal & Signature of the Contractor

### **9.SAFETY PRECAUTIONS**

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

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

Date:

Signature of tenderer

Place:

Name, Address & Seal

**10. Information to be furnished by the Bidder**

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of the office in Mumbai/ Thane/ Navi Mumbai	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 6.60 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed pro-forma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs. 6.60 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact	Details to be furnished in the prescribed pro-forma (Statement III)

	telephone numbers shall be indicated against each assignment.	
8	Turnover of the firm during last 3 years (ending 31.03.2023).  Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

**Note: Statements I, II & III are enclosed.**

**STATEMENT - I**

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

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

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

Signature of the applicant with full address and office seal

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

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

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

\* Use separate /additional sheets as per the requirement

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

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

Signature of the applicant with full address and office seal

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**STATEMENT - III****List of important contracts ON HAND being executed by the contractor\***

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

\* Use separate /additional sheets as per the requirement

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

\*\*\* Attach client's certificates

Signature of the applicant with full address and office seal

## **11.ARTICLES OF AGREEMENT**

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

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

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

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein.

4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for carrying out the work of “.....” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.
7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at 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.
8. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within **75 days** as prescribed in the tender, which shall be reckoned from 10<sup>th</sup> day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
11. That the all parts of this contract have been read and fully understood by the tenderer.

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

Signature Clause

Seal & Signature of the Contractor

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 \_\_\_\_\_

**12. INDEMNITY BOND**

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

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

**THIS DEED WITNESSETH AS FOLLOWS: -**

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

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

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

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

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

IN WITNESS WHEREOF M/s ..... has set their hands on this .....day of  
.....

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

Signature

IN THE PRESENCE OF WITNESSES:

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

**13.Format of VIRTUAL COMPLETION CERTIFICATE**

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

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

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

Signature of the Contractor:

Place :

Date :

Name :

Address :

Seal :

#### **14.PRE CONTRACT INTEGRITY PACT**

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

General

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

WHEREAS the Employer proposes to carry out the work of “\_\_\_\_\_” and the Bidder is willing to offer/ has offered the quotes and

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

NOW, THEREFORE,

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

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

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

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

Seal & Signature of the Contractor

Page 63 of 74

## **Commitments of the Employer**

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

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

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

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

## **Commitment of BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Earnest Money Deposit (Security Deposit)**

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

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

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article retaining to Performance Bond in the Purchase Contract that the provisions of

Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **6. Sanctions for Violations**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

8.1 The EMPLOYER has appointed Independent Monitor Dr. Sanjay Kumar Panda, IAS (Retd.) (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

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

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

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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

**12. Validity**

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EMPLOYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness

Witness

\_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2.

\_\_\_\_\_

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

**15.Undertaking for Performance Warranty**

*(On Rs.200/- non-judicial stamp paer)*

**PERFORMANCE UNDERTAKING FROM THE CONTRACTOR**

National Bank for Agriculture and Rural Development,

Plot No. C-24, 'G' Block,

Bandra - Kurla Complex,

Bandra (East), MUMBAI - 400 051

**WHEREAS**

1. National Bank for Agriculture and Rural Development (NABARD) is desirous of performing waterproofing for Exit Ramp in NABARD, Head Office, BKC, Bandra ( E), Mumbai-51 (hereinafter referred to as "the said Buildings")along with the structural repairs and laying of tremix for exit ramps and for that purpose invited tenders.

2. Pursuant to the acceptance by NABARD of the tender dated ..... submitted by us i.e. .... NABARD has issued Work Order bearing ..... dated ..... (hereinafter referred to as "the said order")

3. It is one of the terms of the of the said order that works of “Structural Repairs, Waterproofing & laying of tremix for Exit Ramp in NABARD HO” shall be carried out as per the waterproofoing material manufacturer’s specifications to protect the structure from seepage and water leakage issues.

4. It is also one of terms of the said order that we shall furnish to NABARD a performance undertaking against any defect which may arise in a period of five years from the date of virtual completion pertaining to both the materials and workmanship in respect of the water proofing of Exit Ramp in NABARD Head office building and which performance undertaking shall be signed by M/s ..... and which shall be valid for duration of five years from the date of virtual completion of the said Work.

**NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT :**

1. We have carried out the said waterproofing Work. We have read and understood the specifications, terms and conditions of the said work as provided in the said order.

2. After Virtual Completion of the said Work and before the completion of the ..... day of ....., if at any time or times, any defects such as physical damage of any elements of the said waterproofing work due to weathering action or due to failure of the components or due to inferior quality of material/workmanship and any water seepage/ leakage either due to inadequacy of the work carried out or due to any other reason, whatsoever relating to the specifications, workmanship, etc., we hereby undertake to carry out necessary remedial measures up to five years from the date of virtual completion of the said work to such extents so and often as may be necessary to free the premises from such leakages/dampness without any extra cost to the NABARD. The decision of the NABARD in regard to the question as to whether there is any leakage or the treatment has given way to water or moisture shall be treated as final and binding on us. We shall diligently, efficiently and satisfactorily rectify the defects or faults detected/arising, during the aforesaid period to the full satisfaction of NABARD and also undertake to attend to the rectification work and reinstate the surfaces disturbed to its original condition after carrying out the rectification work, if necessary, by arising new materials at no extra cost to NABARD.

3. We shall not revoke it without written consent of NABARD.

Signed by: .....

For and on behalf of M/s .....

Date :

Place :

**16. Proforma of EMD credit details**

**Tender for Structural Repairs, Waterproofing & Laying of Tremix for Exit Ramp in NABARD Head Office, Mumbai - 51**

**(EMD details to be filled by bidders)**

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

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

Date:

Place:

Signature with seal:

**17.Pro-forma of furnishing the Payment details**

**Tender for Structural Repairs, Waterproofing & Laying of Tremix for Exit Ramp in NABARD Head Office, Mumbai - 51**

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

Name of the Agency:

Date:

Place:

Signature with seal: