

PART - I

TENDER DOCUMENT FOR

TENDER for External Painting and Structural Repair Works of NABARD Abasan Residential Quarters, Kolkata - 700015

Tender schedule	
Issue of Tender	18.03.2024
Pre-Bid Meeting	26.03.2024 on 11.00 Hrs.
Last date for submission of Tender	15.04.2024 up-to 11.00 Hrs.
Opening of Technical Bids	16.04.2024 at 12.00 Hrs.
Opening of Price Bid	Will be communicated



NABARD

Department of Premises, Security and Procurement

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
REGIONAL OFFICE, WEST BENGAL, KOLKATA - 700091**

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REF. NO: NB.WB.RO/DPDP-71/5264/2023-24

Date: 18.03.2024

M/s

Dear Sir,

NOTICE INVITING TENDER- TENDER for External Painting and Structural Repair Works of NABARD Abasan Residential Quarters, Kolkata - 700015

1. NABARD intends to undertake the work of “External Painting and Structural Repair Works of NABARD Abasan Residential Quarters, Kolkata-700015” and therefore, invite offer from the contractors/firms for the same.
2. The interested tenderers can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website [of CPPP](#) only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
3. The tender document is available on NABARD website www.nabard.org and CPPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. EMD of Rs. 2.61 Lakh amount shall be payable.
5. The EMD amount shall be directly credited to NABARD account as detailed below –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD0000002
Account Number	NABADMN08

6. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender in technical bid. The Tender without EMD shall be rejected outrightly. No interest is allowed on the EMD/RMD.
7. MSE registered vendors are exempted for EMD. For this they need to submit valid MSE registration certificate. Only those MSEs will get exemption who are registered on

Udham portal for activity class 4100 or 4330 or 4390 of National Industrial Classification 2008. The MSE registration should be valid as on date of opening of technical bids.

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

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

11. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login at CPPP.
12. **Technical Bid (Part-1) i.e.** shall contain;
 - a. EMD counter-foil OR required MSE and NSIC enlistment certificate (As per Sr No 7 Above)
 - 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 tenderers have to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format given to become eligible to participate in the tender. **It would be a preliminary qualification criterion and bid documents will not be considered in the absence of the Integrity Pact.** Bank has appointed Independent Monitor Shri. Dr. Sanjay Kumar Panda, IAS (Retd.) (Hereinafter referred to as Monitor) for this tender as per CVC guidelines.
13. **Price Bid (Part-2) shall contain:**

- a. Duly Priced Schedule of Quantities
- 14. Technical bid** will be opened on the next day of receipt of tender at 12.00 pm.
- 15. Price bid -**
- a. It should not contain any conditions whatsoever and any conditional bids shall be rejected.
- b. It will be opened on some suitable date after completion of prequalification process. The date will be communicated later accordingly.
- 16. Before filling up the tenders, the bidders may note the following:**
- a. Validity of the tender shall be 3 months from the date of opening of Price Bid.
- b. Time of Completion: The time of completion for the total project shall be 04 months from the 10th date of issue of work order.
- c. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender. The liquidated damages can be reduced or waived off if NABARD is convinced that the delay in completing the work happened due to genuine unavoidable reasons.
- d. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- 17.** The successful bidder shall execute an agreement with NABARD at his cost on nonjudicial stamp paper within 10 days from the date of issue of work order, i.e., before commencing the work, failing which the bidder's EMD may be forfeited.
- 18. A pre-bid meeting will be held at site i.e. NABARD Abasan Residential Quarters at 51 Radha Nath Choudhury Road, Tangra, Kolkata 700015 on 26.03.2024 at 1100 hrs.** in presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall requirement of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid or any other document after pre-bid meeting, if required, and same will be uploaded on website.

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Sd/-
Sunil Kr Pandey
(Dy. General Manager)

2. FORM OF TENDER

To,
The Chief General Manager,
National Bank for Agriculture and Rural Development
West Bengal Regional Office, Kolkata – 700091

Date:

Madam,

TENDER for External Painting and Structural Repair Works of NABARD Abasan Residential Quarters, Kolkata - 700015

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

2. MEMORANDUM

Subject	Specification
Description of work	TENDER for External Painting and Structural Repair Works of NABARD Abasan Residential Quarters, at 51, RNC Road, Tangra , Kolkata - 700015
Location	“NABARD Abasan Residential Quarters, Kolkata - 700015
Earnest Money	Rs. 2,61,000/-
Time allowed for completion of the work	The time of completion for the total project shall be 04 months from the 10 th date of issue of work order.
Defect Liability Period	1 year from the date of virtual completion Certificate as certified by the Bank’s Official.
Retention Money Deposit (RMD)	RMD @5% shall be deducted from the Running bill
Security Deposit	Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be 5% of the total value of work executed including EMD and RMD. No interest will be paid on it. EMD will be set-off against RMD.
Clarification	Bidder have to submit the detailed rate analysis with justification, if required by the Bank.

Minimum Value of work for admitting running bills	Rs. 20 Lakh. (Minimum value of RA Bill)
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 with prior written approval of NABARD the water & electricity on their own and any cost of the same shall be reimbursed to him by NABARD.

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

Our Bankers are:

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

The names of partners of our firm in case of partner 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 in case of proprietor firm or company (certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

3. PRE-QUALIFICATION CRITERIA FOR THE BIDDER

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

S.No.	Description
1.	<p>The bidder should have experience of executing External Painting and Structural Repair works during the last 5 years as on 31.03.2024. Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies (Copies of Purchase Orders and completion certificates as required by Technical Bids received from Government Departments / PSUs / Autonomous Bodies during each of the last five years should be enclosed / uploaded with clearly indicating the annual payment given to the bidder.</p> <p>Following documents should be submitted:</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). 2. Completion Certificate (s) OR Copy of duly certified bill (s) / Invoice from client. <p>It includes works in hand.</p>
2.	<p>Experience of having successfully completed Similar works during last 5 years (ending 31.03.2024) should be either of following:</p> <ol style="list-style-type: none"> a. three similar completed works whose individual work value is costing not less than Rs. 52.00 lakhs. b. two similar completed works whose individual work value is costing not less than Rs. 65.00 Lakhs. c. one similar completed works whose individual work value is costing not less than Rs. 105.00 Lakhs. d. Definition of Similar Works: Experience in successful completion of the work during last 5 years “similar works” for the purpose of qualification means: External Painting and Structural Repair Works.
5.	<p>Proof for the presence of Office set-up in Kolkata, West Bengal. The bidder should have direct support office at Kolkata and neighbouring districts. Proof of address of office and the relevant work order/contract document. GST Registration address at Kolkata or Establishment registration issued by municipality</p>
6.	<p>Minimum Average Annual Turnover of the bidder (For 3 years 2022-23, 2021-22 and 2020-21) - Rs. 50.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid)</p>

7.	The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2023). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
8.	Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD. Only those MSEs will get exemption who are registered on Udyam Portal for activity class 4100 or 4330 or 4390 of National Industrial Classification 2008. The MSE registration should be valid as on date of opening of technical bids.
9.	EMD amount of Rs. 2.61 lakh in case not seeking exemption.
10.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
11.	Copy of GST Registration Certificates
12.	Copy of PAN Card Company / Firm / Proprietor
13.	Copies of Income Tax Return filed for last three financial years ending 31.03.2023
14.	Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper at tenderer's cost with Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.

The prequalification the bidder will be assessed in matrix of QCBS (Quality and Cost Based Scrutiny) The bidder must score a minimum 70% marks in the prequalification matrix. However, the marks scored by bidder are only of qualifying in nature. It will have no impact on the rates quoted in the price bid. The work shall be awarded only on the basis of L-1. However, the price bid of only three bidders shall be obtained who score minimum 70% marks in QCBS matrix in prequalification scrutiny done by NABARD.

The QCBS matrix is as indicated below:

Quality and Cost Based Selection Format

Sl No.	Particulars	Sub marks	Remarks	Marks Obtained
1	Legal Structure	10	The bidder must enclose the incorporation certificate	
(i)	Private/ Public Ltd Company	10		
(ii)	Partnership	7		
(iii)	Proprietorship	5		
2	No of years since incorporation	10	The bidder must enclose the registration certificate	
(i)	More than or equal to 15 years	10		

(ii)	Less than 15 but more than or equal to 10 years	7	The bidder must enclose the work order/completion certificates so that length of experience can be established	
(iii)	Less than 10 but more than 5 years	5		
3	Working experience with PSBs/Govt institutions/RBI/SBI, PSUs	10	The Bidder must enclose at least one work order for providing services in this regard	
(i)	Working experience with RBI/NABARD/SIDBI	10		
(ii)	Working experience with GoI/Central Govt/PSUs/Autonomous Bodies/State Govt/ State Government Agencies	7		
(iii)	Working experience with Public Sector Banks/Nationalised Banks/SBI	5		
4	Registered Office in Kolkata	10	The bidder must enclose address proof in this regard	
(i)	Registered office in districts of Kolkata, Howrah, 24 Parganas (North) and 24 Parganas (South)	10		
(ii)	Registered office in state of West Bengal	5		
(iii)	Registered office outside West Bengal	0		
5	Number of work orders for similar works in last 5 years	10	The bidder must enclose the relevant work orders for providing such services in this regard	
(i)	Should have carried out minimum 1 similar work with Govt/PSUs during the last 5 years (ending 31.12.2023) with annual contract value (costing individually) not less than Rs 105 lakh	10		
(ii)	Should have carried out minimum 2 similar works with Govt/PSUs during last 3 years (ending 31.12.2023) with annual contract value (costing individually) not less than Rs. 35 lakh	7		
(iii)	Should have carried out minimum 3 similar works with Govt/PSUs during last 3 years (ending 31.12.2023) with annual contract value (costing individually) not less than Rs. 52 lakh	5		
6	Submission of All Documents/ Application in Prescribed format (As per Annexure II) of tender documents and submission of EMD (or Exemption Document) and Integrity Pact (IP)	10		

(i)	Submitted all supporting documents as mentioned in tender document and submitted the information as per format given in the tender document, and submitted Integrity Pact and EMD (or exemption document)			
(ii)	Not submitted the supporting documents as mentioned in the tender document and not submitted the information as per format given in the tender document (even if one mandatorily documents mentioned in the tender document) and integrity pact and EMD (or exemption document)			
7	Site Visit	10	The bidder must enclose duly signed site inspection report	
(i)	The bidder representative visited the site of work on day of prebid meeting and attended the pre bid meeting	10		
(ii)	The bidder representative visited the site of work on some other day other than the pre bid meeting day	5		
(iii)	No visit to site	0		
8	CA Certified Annual turnover for the last three years	10		
(i)	Average CA Certified Turnover of last three years more than Rs. 150 lakh	10		
(ii)	Average CA Certified Turnover of last three years more than Rs. 100 lakh but less than Rs.150 lakh	7		
(iii)	Average CA Certified Turnover of last three years more than Rs. 70 lakh but less than Rs.100 lakh	5		
(iv)	Average CA Certified Turnover of last three years more than Rs. 50 lakh but less than Rs.70 lakh	3		
9	Specialisation in Structural Repair works	10		
(i)	Having work order/ work completion certificate indicating the words structural repair work of value more than Rs 2 crores	10		
(ii)	Having work order/ work completion certificate indicating the words structural repair work of value between Rs 1.5 crores to Rs 2 crores	7		

(iii)	Having work order/ work completion certificate indicating the words structural repair work of value between Rs 1 crores to Rs 1.5 crores	5		
(iv)	Having work order/ work completion certificate indicating the words structural repair work of value between Rs 50 lakh to Rs 1 crores	3		
10	Water proofing work specialisation	10		
(i)	Having work order/work completion certificate indicating the words "Water Proofing Works" of value more than Rs 50 lakh	10		
(ii)	Having work order/work completion certificate indicating the words "Water Proofing Works" of value between Rs 40 lakh to Rs 50 lakh	7		
(iii)	Having work order/work completion certificate indicating the words "Water Proofing Works" of value between Rs 40 lakh to Rs 50 lakh	5		
(iv)	Having work order/work completion certificate indicating the words "Water Proofing Works" of value between Rs 40 lakh to Rs 50 lakh	2		

4. GENERAL INSTRUCTION TO BIDDERS

1. Instructions to Bidder

- The tenderers are advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
- Intending contractors are required to submit their profile by giving details in the enclosed Pro-forma about their Organization, experience, professional personnel in their Organization, competence, etc.

Pre-Bid Meeting

A pre-bid meeting of the intending tenderer will be held at 11:00 hrs on the 26/03/2024 to clarify any points / doubts raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the points/ conditions/ specifications requiring clarifications shall be given in writing addressed to, The Chief General Manager, DPSP, NABARD West Bengal Regional Office, Kolkata on

dpsp.kolkata@nabard.org .These issues will be discussed and clarifications if any, will be published on NABARD website and CPP Portal.

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

Submission of Tender

- a. Tenderers 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, additions and alterations shall not be valid unless confirmed by the tenderer's signature.
- b. No extra work/facilities shall be provided by NABARD except those mentioned in the tender document

c. Part II - Price Bid

- This part shall contain prices in Indian Rupees only as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.
 - Bills will be paid according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
 - The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the completion of work.
- d. Tenderer shall supply all tools, plants, labour and consumables etc. as required for executing the work as per tender.
 - e. During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and may contact his past clients for verification of information given by the applicant. On visiting the site, if committee finds quality of the work executed is not satisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor, if found to be fraudulent/ manipulated/ false/amended, the contractor shall be blacklisted for period of 01 years for working in NABARD.
 - f. During the execution of work, contractor must deploy qualified personnel having experience in executing the similar works.
 - g. **SITE VISIT MANDATORY:** The Bidder may visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the said works. The costs of visiting the Site shall be at the Bidder's own expense. Site inspection report dully signed by the Bidder should also be submitted with the tender along with the documents as given below.
 - l. 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.
 - m. The duly filled application form shall be uploaded in **CPPP Website** with due authentication.

- n. Application containing false and/ or incomplete information is liable for rejection and consequences.
- o. The application must be submitted in the Pro-forma without editing the text whatsoever. Any Violation of this condition shall render the application invalid. [Please ensure to provide details of works fulfilling the eligibility criteria in statements II & III].
- p. 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).
- q. 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 Proforma and serial number. Separate sheets shall be used for each part of application, if required.
- r. 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. 52.00 lakhs and above**. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
- s. The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD.
- t. 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.
- u. Water & Electricity supply for work execution: The Bank may provide Water & Electricity tapping points. From these points the contractor shall have to take electricity and water by making his own arrangements such as wires/cables/pipes etc.
- v. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the e-tendering web-site.
- aa. Taxes- The prices quoted for the work shall be deemed to have included all taxes, custom duty, excise duty, GST or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to commence from the 10 days after the date of Work Order from NABARD till the issue of Virtual Completion Certificate. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and GST-TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor. The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.
- bb. Validity of Tender- The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.
- cc. **Earnest Money, Initial Security Deposit and Retention Money Deposit** The Tender must be accompanied by Earnest Money payment proof in the form of Direct Deposit in the Bank through NEFT OR Valid MSE registration certificate. Tender not accompanied by EMD proof 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.

dd. Initial Security Deposit: The successful tenderer to whom the Contract is awarded shall deposit as initial security deposit of a sum to make up total 5% of the value of the accepted tender after the appropriation of the Earnest Money Deposited by him. The successful tenderer shall pay Initial Security Deposit within 10 days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or noncompliance with the conditions of the Contract. The initial security deposit amount will be adjusted or included in the retention money as per sub-Clause herein below. The contractor may also submit bank guarantee in lieu of the ISD (total 5%) as per the format enclosed.

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

ff. Lowest Tender Not Necessarily To Be Accepted

1. NABARD is not bound to accept any or all tenders or to assign any reason for non-acceptance.
2. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though NABARD may elect to modify/withdraw the tender. **ii. Right to Accept Part Tender:** NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

gg. Labor stay at site: No Labor stay is allowed onsite during night hours.

hh. Signing of Contract Agreement

1. The General instructions to the tenderer and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
2. The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
3. On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to start implementing the Contract and within 10 days thereof, the successful tenderer shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.
4. The contractor shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.
5. The term of "Bank's Engineer" or "Bank Official" includes any representative or consultant or appointed by bank for overseeing the works to be executed through this tender.

ii. Inspection of materials/work at site

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

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

Note:

- **These policies shall remain valid for all the time during the currency of the contract till the issuance of the Virtual Completion Period.** If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.
- The Contractor shall provide NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defect liability period.

ii. Terms of Payment

- a. Payment shall be made 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. Each running bill should be of value more than Rs. 20 lakh.
- b. Final bill shall be released after complete measurement along with issuance of VCC, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
- c. No payment will be made without valid insurance policies.

Other Issues

- The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.
- A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD.

- The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.
- The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
- The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
- The work has to be carried out in Residential premises and, therefore, may have to be carried out during restricted hours / Saturdays / Sundays / NABARD's holidays etc. so that resident does not get affected.
- **Contract Agreement:** The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- **Confidentiality:** The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the written permission of NABARD.

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

Signature of Witness with date
Address-----

Signature of tenderer with date
Address -----

5. SPECIAL INSTRUCTIONS TO BIDDERS

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 are approximate and may vary as per site conditions. Payment shall be made as per actual work done.

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.

- a. **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.
- b. **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.
- c. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES**
The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the

variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations or 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.

- d. **MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:**
All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Officer and NABARD may require. The Specifications shall wherever not mention in the tender be taken in accordance with the latest CPWD Specifications and its latest revision or BIS, if any. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.
- e. **SETTING OUT:** The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank's Officer and NABARD. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon, to the satisfaction of the Bank's Officer and NABARD. The Bank's Officer and/or his representatives shall from time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.
- f. **CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS:**
The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank's Officer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Bank's Officer or his representative whenever required if demanded by NABARD.
The Contractor shall maintain and be represented on site by qualified site supervisor, having sufficient experience in the said field, at all times while the work is in progress, details of the Site Supervisor must be shared prior commencement of the work. The

site Supervisor must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Officer to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer should be able to read, write and speak English.

g. **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.

h. **ACCESS TO WORKS :**The Bank's Officer and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank's Officer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank's Officer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Bank's Officer for doing so.

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

j. **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. For any extra work items other than that mentioned in Price Bid, the contractor shall be required to submit rate analysis in writing with due breakup as required by the bank's engineer. The extra items shall be executed only after written approval from bank.

- k. **REMOVAL OF DEFECTIVE WORK AND MATERIALS :**The Bank's Officer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Bank's Engineer are not in accordance with the specifications or the instructions of the Bank's Officer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Bank's Officer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank's Officer in consultation with the Bank's Officer may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.
- l. **DEFECTS AFTER COMPLETION:** Any defect may appear within the "Defects Liability Period" of one year after the Virtual Completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Bank's Officer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Bank's Officer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor.
- m. **DELAY AND EXTENSION OF TIME**
If in the opinion of the Bank's Officer the works be delayed
- i. by force majeure or
 - ii. by reason of any exceptionally inclement weather or
 - iii. by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or
 - iv. by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Bank's Officer and not referred to in the Schedule of Quantities and/or Specifications or
 - v. by reason of Bank's Officer instructions, or

- vi. by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
- vii. in consequence of the Contractor not having in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing, ahead of time, giving the Bank's Engineer reasonable time to prepare such instructions, the Bank's Officer shall make a fair and reasonable extension of time for completion of the Contracted works and also apply the same criteria for implementing liquidity damages for delays in completion of works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Officer to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.

n. **Keeping Site Clean**

The contractor shall at all times keep the Site clean and shall dispose of all rubbish and offensive material in a manner approved by the Employer.

o. **Avoidance of Nuisance**

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

p. **Mobilization Advance**

No advance payment shall be made.

q. **Terms of Payment**

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

DECLARATION BY THE CONTRACTOR

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

(SEAL & SIGNATURE OF THE TENDERER)

Place:

ADDRESS:

DATE:

6. SCOPE OF WORKS

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

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

The contractor shall forthwith comply with and duly execute any work comprised in such NABARD

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

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

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 duplicate 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:

7. TECHNICAL SPECIFICATIONS

1. **Patch Repairing:** - The Patch repairs shall generally be carried out as under:
 - Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.
 - The surface to be patch plastered, shall be wetted thoroughly and if plain, shall be roughened up by hacking.
 - The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
 - The cement mortar used shall be 1:6 (one-part cement to six parts of sand by volume) and the work shall be done as directed by the Engineer.
 - The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.
 - Wide cracks in plaster, if any shall be grooved as directed and should be filled by polymer modified cementitious repair mortar such as Roff Plaster coat R 03 & 05 or equivalent make, as per manufacturer specifications. No payment will be made for this operation.
 - Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with "SNOW FILLA" or mentioned in schedule of quantities specifications. The rates quoted for respective items shall be inclusive of this operation.
 - **Measurement:** The measurements of the patches exceeding 0.1 Sq.Mt. in area shall only be recorded. The patching work having 0.1 Sq.Mt. or less in area shall not be measured and paid for.
2. **Scaffolding:** Unless otherwise instructed by the Engineer, single/double bamboo scaffolding (or MS props, if required at site) having two sets of vertical supports shall be provided for repair work. The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed. The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible. The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting. However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.
3. **Painting:** The work of painting, colour washing shall be done according to IS: 2395 (1966) and 1477 (1959) and shall be to the entire satisfaction of the Engineer.
 - **Exterior painting:** The surface shall be prepared as directed and by removing any existing fungus or mould growth shall be completely removed by thoroughly scraping and rubbing down with water jet, bristle/scrap with brush and sand paper then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle brush to remove any dust particles 24 hours after the wash. All the cracks shall be properly defined with sharp edge tool, cleaned & filled the same & crevices with Latex caulking crack filler etc. complete generally or as per the manufacturer's specification and as directed.

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

- **Painting for Interior surfaces:**

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

Application of Wall Care Putty.

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

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

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

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

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

Enamel painting:

Wood and Plastered surface: While preparing surface in old wood work, accumulated dirt, grime, mould due to dampness etc. shall be removed and the surface examined for defects. all projections such as glue or whitening spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed and gaps filled with seasoned timber piece and made level with the rest of the surface. Surface of previously painted wood work, if it is smooth and in good condition, shall be cleaned with white spirit or other detergent. Rub surfaces with abrasive paper, wash clean, remove with fresh water and allow the surface to dry. Defective and loose putty shall be replaced. Where old painted surface has become badly blistered and cracked, the paint shall be completely removed either with blow lamp

or with an approved quality paint remover. In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper, the old coating shall be thoroughly scraped off till the original plaster surface is exposed. If old paint is oil paint and in good condition, surface shall be sand papered and cleaned. Painting shall be carried out as much as possible in dry and warm weather. Two coats of paint shall be applied to the surface as per schedule of work.

Application of paint:

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

1. Enamel painting to steel work:

- a) The work shall generally be carried out as per I.S. 1477 (1959), wherever applicable and as directed by the Engineer.
- b) The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scrapping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best-known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.
- c) Apply a coat of anti-corrosive metal primer of approved make, if required.
- d) Apply a coat of putty to make the surface even and uniform.
- e) Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.
- f) Apply finishing coat of approved shade as directed.

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

- (i) **Paints:** Paints, unless otherwise specified, shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any approved suitable metallic primer ready mixed and of approved manufacture, if required.
- (ii) **Preparation of surfaces:** All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface if wet, shall be sun dried.
- (iii) **Application:** After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.

When the primer coat has dried up and before any moisture, dirt, dust etc. settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done

with brushes and the paint shall be spread evenly. The surface shall be given two or more coats and shall finally present a uniform appearance.

• **Polymer Modified Cement Mortar and Anti corrosive coating.**

i) Break open the loose and damaged concrete. Remove loose rust from reinforcement by light tapping or hammering. Apply rust removing chemical such as Rusticide of M/s Sunanda / Dr. Fixit or other equivalent make on exposed surfaces of reinforcement. After 24 hours, wipe the reinforcement with cotton cloth and apply passivator coating using Polyalk Fixoprime of Sunanda make (or equivalent material from Dr. Fixit or any other approved brand) and cement slurry in the weight ratio 1:1.25 on the exposed surfaces of reinforcement. **ii)** After 24 hours, apply first coat of bonding layer with Sunanda make Polyalk EP / other equivalent product as approved, Cement slurry in the proportion 1 : 0.5 by weight to concrete area. **iii)** Before drying the bonding coat, place polymer modified cement mortar with Polyalk EP of Sunanda or other equivalent approved make in the ratio 1 Kg (Polyalk EP) : 5kg(Cement) : 15 kg(Quartz Sand) with controlled water @ 1 liter. Level the surface with trowel and finish the surface.

LIST OF APPROVED MAKES OF MATERIALS / TRADE

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

S No.	Material	Brand
1.	Interior Acrylic emulsion	Premium Emulsion of Asian Paint and Beauty Gold washable emulsion of Nerolac or equivalent
2.	Wall putty	Birla white / J.K. white or equivalent
3.	Exterior Acrylic Emulsion	ICI Dulux, Goodlac Nerolac, Asian paints or equivalent
4.	Synthetic Texture	ICI Dulux, Goodlac Nerolac, Asian paints or equivalent
5.	Elastic crack filling compound	Specified / Prescribed by the manufacturer viz. M/s. Sunanda specialty coatings pvt. ltd / M/s. Asian Paints / M/s. Nerolac / M/s. Dr. FIXIT / M/s. ICI Dulux or other approved equivalent make (like of M/s Choksi, M/s Sika)
6.	Silicon Sealant	M/s Dow Corning / M/s Sunanda specialty coating/ Dr. Fixit/ M/s Choksey Chemical or other approved equivalent
7.	Polymer latex	Sunanda / Monoband / RBR / SIKA or equivalent

8.	Cement	ACC / Ambuja / L&T / Sankar / Ramco / Coromandel or equivalent
9.	Sand	Vaitrana river sand or equivalent
10.	White CEMENT	Birla White, JK or equivalent
11.	Rust Passivator	Ruskil / Rusticide or equivalent
12.	Super Plasticiser	Supercon 100/ Conplast 211 or equivalent
13.	Water Proofing Compound	CICO / Algiproof /Impermo/ Fosroc/Dr. Fixit/Roff/Sunanda or equivalent

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

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

SAMPLES FOR APPROVAL

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

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

Date :

Seal & Signature of the Contractor

Place :

8. SAFETY PRECAUTIONS

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

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

Date:

Signature of tenderer

Place:

Name, Address & Seal

9. Information to be furnished by the Bidder:

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 52.00 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs. 52 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2023). Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

Note: Statements I, II & III are enclosed.

STATEMENT - I

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

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

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

Signature of the applicant with full address and office seal

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

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

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 52.00 lakhs and above only.

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

Signature of the applicant with full address and office seal

STATEMENT - III

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

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 52.00 lakhs and above only. ***

Attach client's certificates

Signature of the applicant with full address and office seal

Statement - IV

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

Site Inspection Report:

This is to certify that M/s.....visited the “NABARD Abasan Residential Quarters, Kolkata - 700015, on..... and understood the general working condition and the mode of operations.

Name and Signature _____
of bidder

(Name and signature) of
NABARD Official

10. ARTICLES OF AGREEMENT

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

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Regional Office at “NABARD Bhawan”, Dp-2, Sector-V, Salt Lake, Kolkata – 700091. of the one part and M/s (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at,(City)..... 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 **04 Months** as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kolkata and only the sole Arbitrator as appointed by both the parties upon mutual consent in Kolkata shall have the jurisdiction to determine the same.
11. That the all parts of this contract have been read and fully understood by the tenderer.

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

Signature Clause

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

Seal & Signature of the Contractor

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 _____

11. INDEMNITY BOND

Know all men by these presents that I, Shri.....of
M/s do hereby execute Indemnity Bond in favour of National Bank
for Agriculture and Rural Development (NABARD), having their
Registered Office at “Nabard Bhawan”, Dp-2, Sector-V, Salt Lake, Kolkata – 700091. And M/s
..... having their registered office at,
.....(City)....., on this day of 2024.

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

THIS DEED WITNESSETH AS FOLLOWS: -

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

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

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

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

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

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

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

Signature

IN THE PRESENCE OF WITNESSES:

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

Seal & Signature of the Contractor

12. Format of VIRTUAL COMPLETION CERTIFICATE

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

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

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

Signature of the Contractor:

Place :

Date :

Name :

Address :

Seal :

13.

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 _____, “Nabard Bhawan”, Dp-2, Sector-V, Salt Lake, Kolkata – 700091 hereinafter called the “Employer”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called “Tenderer” which expression shall mean 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 Tenderer is willing to offer/ has offered the quotes and

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai. 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 Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Seal & Signature of the Contractor

Commitments of the Employer

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 TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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.

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

Commitments of TENDERERS

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

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

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

contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

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

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

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

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

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

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

5.4 No interest shall be payable by the EMPLOYER to the TENDERER 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 TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required: -

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

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 TENDERER.

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

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

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

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

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

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

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

8. 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 having address as 515, Ward No. 3, Siddheshwar Sahi, Cuttack City. Cuttack District, Odisha – 753008, email: sanjaypandaias@gmail.com Mobile No: 8527661800

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 TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/ 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/ TENDERER 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 TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. 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 TENDERER/ Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 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

TENDERER

Name of the Officer Officer

Chief Executive

Designation

NABARD

Witness

Witness

1. _____

2. _____

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

14. Proforma of EMD credit details for receiving payments

TENDER for External Painting and Structural Repair Works of NABARD Abasan Residential Quarters, Kolkata - 700015

(EMD details to be filled by bidders)

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

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

Date:

Place:

Signature with seal:

Seal & Signature of the Contractor

15.Pro-forma of furnishing the Payment details

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

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

Name of the Agency:

Date:

Place:

Seal & Signature of the Contractor

Signature with seal: