

# NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

## TAMILNADU REGIONAL OFFICE

# TENDER DOCUMENT PART-1 (TECHNO-COMMERCIAL BID)

SUPPLY AND INSTALLATION OF MODULAR KITCHEN IN 32 RENOVATED FLATS AT NABARD OFFICERS QUARTERS, BAZULLAH ROAD, T.NAGAR, CHENNAI-17

ISSUED TO				
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Last Date for Submission of Tender : 14:30 hrs. on 10/10/2017

Opening of Tender (Part-I Technical Bid) :15:00 hrs. on 10/10/2017

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#### **NOTICE INVITING TENDER**

M/s.

Dear Sir

Invitation to bid for "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai"

On behalf of National Bank for Agriculture and Rural Development (NABARD), we invite you to tender for the aforesaid work viz "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" at the Estimated cost of Rs.27,25,984/- (Rupees Twenty Seven Lakh Twenty Five Thousand Nine Hundred and Eighty Four only) as per the terms and conditions, technical specifications and the schedule of qualities in the tender document. Contractors having minimum 5 years experience and qualification, as given below, will be eligible to participate in the tender process.

- a) The contractor should have experience of similar works (Installing Modular Kitchen works) during the last 5 years
- b) The annual turnover of the contractor during each of the last 3 years should be at least ₹. 8.18Lakh.
- 1. The contractor should submit the signed Pre-Contract Integrity Pact as in Annexure-1. The Integrity Pact should be submitted in a separate envelope duly sub-scribed "Pre Contract Integrity Pact". The same has to be submitted along with the Technical Bid and Price Bid on or before 10/10/2017 at 14:30hrs. If the "Pre Contract Integrity Pact" is not signed and submitted, the tender shall liable to be rejected.
- 2. The contractor should also have done at least one of the following work assignments;
  - (a)Three similar works whose individual value is not less than₹.10.90 lakh or
  - (b) Two similar works whose individual value is not less than ₹.13.63 lakh or
  - (c) One similar work whose value is not less than ₹.21.81 lakh.
- 3. You are requested to submit your bids as **Two Part Tender** [Techno- Commercial Bid (Part-1) and Price Bid (Part-2)] separately in two sealed envelopes, duly furnishing all the required information as per detailed specifications and Schedule of Quantities. Tender

Document can be obtained from the office of the Chief General Manager, National Bank for Agriculture & Rural Development, Regional Office at 48, M.G. Road, Nungambakkam, Chennai – 600 034, up to 09/10/2017 from 10:00 hrs. – 17:00 hrs. on submission of an application and on payment of ₹.500/- (Rupees Five Hundreds only) in DD/cash towards the cost of Tender document. The Tender document shall be issued by Hand on payment of the aforesaid sum, which is not refundable.

- 4. The tender document is also available on NABARD website <a href="www.nabard.org">www.nabard.org</a> and can be downloaded for use and reference of interested and eligible bidders. Those who download the tender documents from website shall enclose the cost of tender document ₹.500/-(Rupees Five Hundred only)(Non-Refundable) by way of Demand Draft drawn on any scheduled Bank infavour of "NABARD" payable at Chennai and enclose the same with Part-1 of the Tender Document.
- 5. The Tender Documents contain Notice Inviting Tender, Form of Tender, and General Instructions to the Contractors, Terms and Conditions, Schedule of Quantities, Technical Specifications and list of makes of materials.
- 6. (i) Your Sealed **Techno- Commercial bid** (Part-1) in the prescribed format is to be submitted in an envelope also containing:
  - 1. DD (Towards cost of Tender if downloaded from Website)
  - 2. DD (Towards Earnest Money Deposit)
  - 3. Notice Inviting Tender
  - 4. Form of Tender
  - 5. Instructions to the contractor for furnishing individual details in prescribed Performa
  - 6. General Instructions to Contractors
  - 7. Terms and Conditions
  - 8. Special Conditions
  - 9. Technical Specifications
  - 10. Performa 1, 2,3&4
  - 11. List of acceptable makes of kitchen accessories
- (ii) Your Sealed **Price bid** (Part-2) in the prescribed format is to be submitted in an envelope as under:
  - a. Standard form of tender
  - b. Bidder's Schedule of Quantities (where columns in respect of rates and amount of items

Of work **should be filled** by the contractor)

The Bids shall not contain any conditions and in case any conditions are specified, the same shall not be taken into consideration for evaluation and the bid is liable to be rejected.

- 7. Both the sealed envelopes containing Techno-Commercial Bid and Price Bid shall be submitted duly Super scribed "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" (Envelope of Part-1: Techno-Commercial Bid)" and "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" (Envelope of Part-2: Price Bid)"respectively. The sealed envelopes shall be addressed to Shri.S.N.A Jinnah, Chief General Manager, NABARD, No.48, Mahatma Gandhi Road, Nungambakkam, Chennai 600 034. The last date of submission of the tender will be 14:30 hours on 10/10/2017. The tenders shall be submitted in 'Original'.
- 8. The Pre-Contract Integrity Pact shall also have to be submitted in a sealed envelope Superscribed "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" (Pre-Contract Integrity Pact) and addressed to Shri.S.N.A Jinnah, Chief General Manager, NABARD, No.48, Mahatma Gandhi

- Road, Nungambakkam, Chennai 600 034. It will be opened at 15:00 hrs on 10/10/2017. Only the bids of the tenderer who have submitted the Pre Contract Integrity Pact will be opened.
- 9. The Tender (Part-I Technical Bid) shall be opened at 15:30hrs on 05/10/2017 in the presence of bidders/ their authorized representatives, who choose to be present. The date of opening of Part-II Price Bid shall be communicated to all tenderers subsequently.
- 10. Tenders received later than the time and date prescribed, on account of any reason whatsoever as also telegraphic and faxed quotations shall not be considered.
- 11. The Earnest Money Deposit of Rs.55,000/- (Rupees Fifty Five Thousand Only) byway of Demand Draft drawn on any scheduled Bank in favour of "NABARD" payable at Chennai as mentioned in Clause 4 of Form of Tender shall be submitted along with Part-1 of the Tender.
- 12. **Completion period** of the work mentioned in this tender shall be **02 Months** from the 10<sup>th</sup>day of issue of work order by NABARD.
- 13. **Liquidated Damages** for delay shall be 0.25% (Zero Point Two Five percentage) of the accepted cost of tender per week beyond the date of completion of the works, subject to a maximum of 5% (Five per cent) of the accepted tender amount.
- 14. **Defect Liability Period:** The tenderer shall guarantee that the work shall be free from any defects whatsoever for a period of **five years** from the date of completion/commissioning of the work. The Performance warranty shall be given in the format enclosed. Warranty for the kitchen accessories, plywood, laminates and hettich make hinges shall be for 5 years from the date of Virtual Completion Certificate (VCC). Any defect which may appear within the Defect Liability Period of 5 years after the completion of work should be rectified by the Contractor at his cost and only after the defect Liability Period, the Security Deposit/ RMD will be refunded to the Contractor.
- 15. Validity of the offer shall be 90 days from the date of opening of the price bid. (Part -2).
- 16. NABARD reserves the right to accept or reject any or all tenders, without assigning any reasons whatsoever. The work may be divided and awarded separately among the tenderers either in part or whole, at the sole discretion of NABARD.
- 17. The contractors can contact **Shri.S.Narayanan** (Ph: 044-28304421), **Kum.Sharon Herbert** (Ph: 044-28304435), or **Smt.G.Durga Uma Maheswari**, (Ph: 044-28304432) for any clarification.

Yours faithfully,

Sd/-

(Debabrata Mitra) Deputy General Manager

### PRE CONTRACT INTEGRITY PACT

- Integrity Pact (IP) is a vigilance tool first promoted by the Transparency
   International, for ensuring transparency, equity and competitiveness in public
   Procurement.
- 2. Only those vendors/bidders who have entered into the Integrity Pact with the Bank will be competent to participate in the bidding. In other words, entering into this Pact would be preliminary qualification. For a particular contract, IP would be effective from the stage of invitation of bids till the complete execution of the contract.
- 3. The IP envisages a panel of Independent External Monitors (IEMS)- Shri Debabrata Sarkar, Mayfair Boulevard Charayan Apartment, Flat No. 701, Main Avenue Road, Santacruz (west), Mumbai 400 054. The IEM will review Independently and objectively, whether and to what extent parties have complied with their obligations under the Pact.
- 4. The Pre Contract Integrity Pact to be signed and submitted as in Annexure "A".

Name Signature &Seal

#### FORM OF TENDER

Shri. S.N.A. Jinnah The Chief General Manager National Bank For Agriculture and Rural Development 48, M G Road Nungambakkam Chennai 600 034

Dear Sir/Madam

## "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai"

- 1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you.
- 2. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
- 3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
- 4. I / We enclose herewith interest-free **Earnest Money Deposit (EMD) for Rs.55,000/-(Rupees Fifty Five Thousand Only)** by Demand Draft payable at Chennai in favour of National Bank for Agriculture and Rural Development' (NABARD) and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Quotation.
- 5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the format given at **Annexure B**.
- 6. I/ We agree to pay all Government (Central and State) Taxes such as Sales Tax, Works Contract Tax, VAT, Excise Duty, Octroi, service tax etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same.
- 7. The rate quoted by me/us is inclusive of all taxes like GST, Income tax etc.,
- 8. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever.
- 9. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I)	
ii)	
Place	Yours faithfully
Date	Signature Seal

#### NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

# <u>Instructions to the Contractors for furnishing</u> <u>Individual details in prescribed Performa</u>

1. The contractors are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, space capacity, competence and adequate evidence of their financial standing, etc. in the enclosed form **(Proforma-1, 2, 3& 4)** which will be kept confidential.

Proforma-1 General Details about the contractor

Proforma-2 Construction capability and previous experience

Proforma-3 Technical personnel and special experience.

Proforma-4 Details of GSTIN of the contractor.

- 2. If the space in the Proforma is insufficient for furnishing full details, such information may 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.
- 3. Any letter or document accompanying the Proforma shall be submitted in duplicate.
- 4. Tenders containing false and/or inadequate information are liable for rejection.
- 5. While filling up the Proforma with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than ₹.10.90lakh.
- 6. Clarifications if any required may be obtained from the Department of Premises, Security and Procurement (DPSP), National Bank for Agriculture and Rural Development, 48, Mahatma Gandhi Road, Nungambakkam, Chennai 600034.
- 7. While deciding upon the selection of contractors for participating in the Price bid, emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items. Also, emphasis will be given to the applicants who have executed majority of the similar works.
- 8. Decision of the Bank in regard to selection of contractors for selecting them for price bidding will be final. The Bank is not bound to assign any reason therefor.
- 9. Each page of the tender document shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.

  Signature

Name Seal

#### NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

### GENERAL INSTRUCTIONS TO THE CONTRACTORS

The site of the proposed works is "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai"

- A. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
- B. Civil Interior Works Contractors having minimum experience and qualification as given below shall be eligible for participating in the tender:
- C. The contractor should have experience of similar interior works (preferably Modular kitchen works) during the last 5 years

## - the annual turnover of the contractor during each of the last 3 years should be at least ₹8.18Lakhs

- the contractor should have done at least
- i. Three similar works whose individual value is not less than ₹. 10.90 lakh or
- ii. Two similar works whose individual value is not less than ₹. 13.63 lakh or
- iii. One similar work whose value is not less than ₹. 21.81 lakh
- 1. Quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD.
- 2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
- 3. Rates should include all Taxes, CGST, and SGST etc and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
- 4. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD shall be final.
- 5. Income Tax (TDS) and other applicable taxes as per statutory provisions will be deducted from total payment due to the Contractors.
- 6. The Contractor should arrange to obtain necessary insurance cover (CAR policy (for1.25 times of the value of the work) including Third party Liability and Workmen Compensation policy) at his cost for his employees as well as for any third party for any losses due to him during the execution of the work. The contractor shall be responsible for the safety of persons employed by him.
- 7. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

- 8. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law(s) for entering into Construction / Maintenance Contract and NABARD will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
- 9. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, EPF and NP Act,1952 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty or failure of any Labour Regulations. NABARD shall have the power to inspect the Wage Register, PF Register and for physical verification of salary paid to the staff and PF deduction with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
- 10. In case of any discrepancy in deduction of PF by the contractor, NABARD is compelled to deduct the amount and pay to PF authorities towards contract employees' a/c on behalf of the Contractor.
- 11. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
- 12. The Contractor or his authorized representative should visit the site frequently as required by CONSULTANT/NABARD and meet them with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
- 13. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.
- 14. The Contractor shall indemnify the Employer against any losses as proforma given at **Annexure C.**
- 15. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
- 16. In case of any default or failure on Contractor's part to comply with all/any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
- 17. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
- 18. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
- 19. The work should be carried out with least inconvenience to the residents. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by CONSULTANT& NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
- 20. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The Contractor shall assist CONSULTANT&

NABARD fully in respect of any liaison with TNEB / Municipal or any other authority for necessary approval/permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.

- 21. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
- 22. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.
- 23. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
- 24. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
- 25. The tenderer shall guarantee that the work shall be free from any defects whatsoever for a period of **five years** from the date of completion/ commissioning of the work. The Performance warranty shall be given in the format enclosed. Warranty for the kitchen accessories, plywood, laminates and hettich make hinges shall be for 5 years from the VCC. Any defect which may appear within the Defect Liability Period of 5 years after the completion of work should be rectified by the Contractor at his cost and only thereafter the Defect Liability Period, the Security Deposit/ RMD will be refunded to the Contractor.
- 26. The bidder shall enclose a Demand Draft (from a scheduled commercial bank) for ₹. 55,000/- (Rupees Fifty Five Thousand only) drawn in favour of National Bankfor Agriculture and Rural Development payable at Chennai towards Earnest Money Deposit (EMD). In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded as indicated at Para 34. In case of unsuccessful bidders, the EMD will be refunded only on award of contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.
- 27. **RETENTION MONEY DEPOSIT (RMD)/ SECURITY DEPOSIT (SD):** Five percent **(5%)** of the gross value of the work done and claimed in the Bills shall be deducted towards Retention Money Deposit. This amount shall not bear any interest. The EMD already with NABARD shall be refunded while settling the Final Bill. The Security Deposit will not bear any interest and will be refunded as provided for under Clause 34 (iii) below after Defects Liability Period of 5 years from the date of

Virtual Completion of works, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD.

- 28. **DEFECTS LIABILITY PERIOD**: The tenderer shall guarantee that the work shall be free from any defects whatsoever for a period of five years Defects Liability Period (warranty) from the date of completion/ commissioning of the work. Warranty for the kitchen accessories, plywood, laminates and hettich make hinges shall be for 5 years from the Virtual completion of Certificate.
- 29. Any defects or shortcomings found during execution of work and during the defects liability period from the completion of the entire work shall be attended/rectified by the tenderer without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the Bank, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Contractor at the cost and risk of the contractor.
- 30. **CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:** The Contractor shall report in writing to the Employer in the form of a Certificate as per the format given at **Annexure A**, as and when the works are completed in all respects. The Employer shall, after due verification of the works, issue to the Contractor a certificate to be called "Virtual Completion Certificate" (VCC). The defects liability period shall commence only from the date of actual possession.
- 31. VALIDITY OF OFFER: 90 Days from the date of opening of the price bid.
- 32. **LIQUIDATED DAMAGES**: 0.25% of the work value of the accepted tender per week or part of the week subject to maximum of 5% of the value of work.

### 33. PAYMENT OF CONTRACTOR'S BILL:

The Contractor shall be entitled under the Interim Certificates, payment against the checked bills for the work done not prior to 20 days from the date of issue of the work order subject to the actual work being executed in accordance with the contract, reasonable scrutiny by NABARD. The Contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with consultant/NABARD at site in the measurement book (MB). This is not only to regulate the correctness of the quantity but also to facilitate expeditious clearing of the bills. The Minimum value of Interim Bill shall not be less than ₹. 10.00lakhs.

- i. Interim Bills submitted by the Contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, TDS and other statutory deductions etc., as applicable.
- ii. Retention Money Deposit at the rate of 5% (Five percent) of the value of the work executed shall be deducted from running interim bills, shall constitute the Security Deposit. The Security Deposit shall be released at the end of defects liability period of 5 years from the date of Virtual Completion, provided the defects are made good according to the true intent and meaning thereof after due completion of work.
- 34. **COMPLETION PERIOD:** The work should be completed within **02 Months** from the 10<sup>th</sup> day of issue of work order.
- 35. **DELAY AND EXTENSION OF TIME:** If, in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement

weather or (c) 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 (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Employer's instructions, or (f) by reason of civil commotion, local commotion of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having in due time necessary instructions from the Employer for which he shall have specifically applied in writing, ahead of time, giving the Employer reasonable time to prepare such instructions, the Employer shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lockout, the Contractor shall, as soon as may be, given written notice thereof to the Employer, 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 Employer 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 arising out of

- i Force Majeure
- ii Exceptionally inclement weather
- iii Loss or damage by fire and earthquake
- iv Civil commotion, lockout, strike etc.
- v Employer's Instructions, as the case may be
- vi Delay on the part of the nominated Sub-Contractor or nominated supplier
- vii Delay on the part of the other Contractor employed by the Employer.

**36.** Additional Terms and Conditions as per enclosure.

I/we accept all the above Terms and Conditions in all respects without any reservation.

Place Signature

Date Name & Seal

Address

# NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT TERMS AND CONDITIONS

- 1. The Tender is strictly on Item Rate basis.
- 2. All the pages of the Tender Document shall be signed by the bidder.
- 3. The Envelope containing Tenders should be properly sealed, addressed, duly super scribed with name of work. The tenders should be submitted in two parts as Techno-Commercial Bid (Part-1) and Price Bid (Part-2) separately in two sealed envelopes. These two envelopes should be duly super scribed Tender for "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" (Part-1: Techno-Commercial Bid)" and "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" (Part-2: Price Bid)" respectively and should be submitted in the Tender box provided at the Ground Floor of National Bank for Agriculture and Rural Development, 48, M.G. Road, Nungambakkam, Chennai 600034. The last date of receipt of tender is on or before 14:30 hours on 10/10/2017. The tender shall be submitted in 'Original'.
- 4. The Pre-Contract Integrity Pact shall also have to be submitted in a sealed envelope Superscribed "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" (Pre-Contract Integrity Pact) and addressed to Shri.S.N.A Jinnah, Chief General Manager, NABARD, No.48, Mahatma Gandhi Road, Nungambakkam, Chennai 600 034. It will be opened at 15:00 hrs on 10/10/2017. Only the bids of the tenderer who have submitted the Pre Contract Integrity Pact will be opened.
  - 5. The Tender (Part-I Technical Bid) shall be opened at 15:30hrs on 05/10/2017 in the presence of bidders/ their authorized representatives, who choose to be present. The date of opening of Part-II Price Bid shall be communicated to all tenderers subsequently.
  - 6. Bids submitted by unauthorized agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
  - 7. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as may be necessary from CONSULTANT/ NABARD before quoting the rates.
  - 8. Rates should include for removal of debris out of premises to the safe Municipal limits, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the CONSULTANT& NABARD, the bill will not be accepted.
  - 9. Income Tax (TDS) and other statutory deductions etc., as applicable will be deducted from any payment due to the Contractors.
  - 10. Quantities mentioned in the schedule of quantities may vary to any extent or may be deleted without assigning any reasons and as such, the rates quoted should be firm, workable, reasonable and should include all kinds of Taxes, Duties, Work Contract Tax,

Octroi, Service Tax etc. as applicable, overheads and profit etc. No separate charges for carriage or labour would be made. There is no question of extra payment above the quoted rate under any circumstance. In case of any variation in quantity or value, the same will not be made as a subject matter for dispute by the bidder.

- 11. No escalation shall be allowed on the rates of this contract.
- 12. The BIS / CPWD specifications shall be followed as applicable and in the absence of the same the decision of NABARD shall be final.
- 13. The contractor shall at the instructions of the Employer within such time as notified, open up for inspection any work and should the contractor refuse or neglect to comply with such instructions, the Employer may employ other workman to open of the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Contractor from any money due or which may become due to the contractor.
- 14. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates
- 15. The Contractor shall make necessary arrangement for watch and ward.
- 16. The bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional/Deviation Tenders may be rejected without making any reference to the bidders.
- 17. No bidder will be allowed to withdraw his Tender during the validity period.
- 18. Rates should be filled in the Bidders Schedule of Quantity in the Price —Bid (Part-2) neatly and no correction shall be made. Corrections, if any should be duly authenticated by the signing authority. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
  - I. When there is a difference between the rates in figures and in words, the rates, which corresponds to the amounts worked out by the Contractor shall be taken as correct.
  - II. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
  - III. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
- 19. No advance shall be paid towards mobilization and cost of materials.

- 20. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.
- 21. The Contractor should obtain necessary insurance cover (Workmen compensation policy and Third Party Insurance) at his cost for his employees as well as for any third party for any losses due to him during the execution of the work. The contractor shall be responsible for the safety of persons employed by him.
- 22. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.
- 23. The contractor has to make his own arrangement of stay for his employees.
- 24. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
- 25. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
- 26. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the CONSULTANT& NABARD's Engineer.
- 27. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.
- 28. Notwithstanding anything stated above, NABARD reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
- 29. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.
- 30. NABARD reserves the right to accept / negotiate / reject any Quotation either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Quotations received in response to this Quotation. The decision of NABARD in this regard shall be final and indisputable.
- 31. NABARD also reserves the right of supersession of any of the conditions stipulated in the Quotation Document.
- 32. The contractor shall require shifting some of the furniture, electrical items, etc., to some other places within the residential premises during the time of work and may also be

required to place them in the appropriate place after completing the work. <u>No extra payment</u> will be made for those works.

- 33. There will be other works being carried out by various contractors in the said residential premises. Hence Care should be taken not to damage any other works and also to coordinate with the other contractors working there.
- 34. Measurement Book: The payment for all works done and for all materials supplied shall be made on the basis of detailed measurements recorded in MBs.
- 35. Testing of Materials: The contractors are required to submit samples of various materials, items, fittings, etc for the approval of the Consultant/ Bank. The materials of brand names, if any, given in the contract shall only be selected.
- 36. Final bill: The final bill has to be submitted by the contractors as early as possible after the completion of the work along with completion of recording the final measurements.
- 37. Co-ordination and Monitoring: The contractor's site supervisor/ engineer will be coordinating and monitoring the project and report the progress to NABARD on weekly basis.
- 38. Site order book: Site order book shall be maintained on the site for issuing instructions to the contractor in the course of day to day supervision of the work.
- 39. Hindrance register: A hindrance register shall be maintained at the site to have a record of hindrances in the progress of work which may result in delays.

## DECLARATION BY THE BIDDER

I / We hereby declare that I/We have read and understood the above instructions to the bidders and that the same are binding on me /us.

Date:	Signature of Bidder
Place:	Seal

### NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

## "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai"

## Scope of the work

- i. Supply and installation of Kitchen Wall unit and Bottom Unit as specified.
- ii. Supply and installing the Kitchen Baskets as per the specifications.
- iii. Providing shutters to the existing RCC shelf.
- iv. Breaking of existing Cuddapah slab in "D" Block

## **General Conditions**

- 1. Though mentioned above, the scope of the work is not limited strictly to the areas/units mentioned, but is required to be carried out at any other locations other than those mentioned above as directed by the CONSULTANT/NABARD Engineer in charge.
- 2. Supply of manpower with tools and tackles etc., along with supervision to carry out the miscellaneous jobs as directed by the CONSULTANT/NABARD Engineer-incharge.
- 3. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
- 4. If the job is delayed beyond the given schedule, NABARD shall be at its discretion to execute job through any other suitable agency at the risk and cost of the original agency.
- 5. There may be other contractor working inside/ outside the flats simultaneously for carrying out other works. Cooperation and coordination between the contractors shall be maintained during execution of the work

## DECLARATION BY THE CONTRACTOR

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

Place:	Signature
Date:	Name and Seal
	Address:

## SPECIFICATIONS FOR MODULAR KITCHEN INSTALLATION WORKS

The following specifications have to be complied by the contractor/firm/agencies:

- 1. Materials shall be of the best approved quality obtainable and they shall comply with the respective IS specifications (for those materials covered by BIS) .Samples of all materials shall be got approved by Bank's Officer before placing an order and the approved sample shall be deposited in the Bank.
- **2.** Plywood used in the work shall conform to IS 710.
- 3. The contractor has to arrange for factory visit for Bank's Engineer to ensure the compliance of tender specifications.
- **4.** All joints between plywood shall be with male and female type non-corrosive screws and approved quality synthetic resin based adhesives.
- **5.** Plywood used for the work shall be treated with approved quality anti-termite chemicals before fixing.
- **6.** Thickness of four side edge PVC lipping for shutters and drawer fascia shall be 2mm, thickness of four side edge lipping of carcass and edge lipping of plywood shelves shall be 1mm and thickness of four side edge lipping around.
- 7. All outer faces and inner faces of shutters/ drawers shall be laminated with factory machine pressed lamination having thickness of 1mm and 0.8mm respectively.
- **8.** All accessories such as SS 304 baskets of Sleek make, Johnson Make or Equivalent, Hettich, Godrej or Equivalent telescopic slides, hinges etc shown in the sketches are only indicative and shall be got approved before used in the work.
- **9.** All Stainless Steel (SS) fittings/ accessories shall be 304 grades, approved finish and customized to the site conditions. They shall be corrosion free.
- **10.** Location of drawers/ shelf of modular units are liable to be changed from the sample according to site conditions without altering the size of the units.
- 11. Stainless Steel(SS) 304 Rods provided in the basket shall be of combination of  $5.5 \,\mathrm{mm}$  dia and  $2.8 \,\mathrm{mm}$  dia. rods
- 12. Load carrying capacity of Telescopic / sliding channels of basket shall be of 45 Kg.
- **14.** The finishes in the kitchen shall be made good with necessary painting if damaged /discoloured/ stained during fabrication or installation of modular kitchen.
- **15.** Hettich, Godrej or Equivalent Telescopic channel rails shall be fitted to the carcass of cabinets supporting slab by providing and fixing marine ply wood planks/ hard wood planks of required thickness to the carcass of existing cabinets using non-corrosive screws. Wood used in the work shall be first quality, properly seasoned, free from rots/ white and treated with approved quality anti-termite chemical.
- 16. The orientation of the kitchen is different in the flats. Hence, the Contractor should mandatorily visit the site before submitting the Bid.

17. The items of work as specified in the Price-Bid be installed in the available kitchen area.

#### SAMPLES FOR APPROVAL

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

#### **SAFETY CODE**

- 1. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.
- 2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- 3. No portable single ladder shall be over 3metres 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.
- 4. 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 metre.
- 5. Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.
- 6. Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 7. The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
- 8. All workers shall be provided with helmet, Safety Shoes and Safety belts.

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	* * * C	accept	$\omega$	wide	DV LIIC	above scu	DC OT MOT	$\mathbf{r} \propto \mathbf{r} \mathbf{r}$	amma.	i specifications.

Date:	Signature of tenderer
Place:	Name, Address & Seal

## LIST OF APPROVED MAKE OF MATERIALS / TRADE.

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

S.no	Material	Brand
1	MARINE PLYWOOD	CENTURY PLYWOOD, KITPLY-KIT,
		SHARON PLY, GOLD, ANCHOR,
		GREENPLY, OR EQUIVALENT
2	LAMINATE	GREENLAM, MERINO, OR EUIVALENT
3	SYNTHETIC RESIN	FEVICOL, ARARDATE, VAMICOL
4	304 GRADE S.S BASKETS	SLEEK, JOHNSON OR EUIVALENT
5	304 SS GRADE AND	HETTICH, EBCO, HAFELE OR
	FITTING	EQUIVALENT

## **Special conditions of the contract**

- The bidders shall visit the site and fully understand the scope of the work before quoting for the work. Clarifications and doubts, if any shall be got clarified from the Bank's Engineer/consultant.
- 2. Payment if any, required to be paid to Authorities, for any aspect of the work shall be reimbursed on producing relevant receipts. **No payment shall be made without producing receipts.**
- 3. The work shall be done in strict coordination with the Bank's Engineer/ consultant Engineer and the Bank's Assistant Care Taker (ACT) of the premises, as per the schedule/ shutdown sequence, etc. provided by the Bank/consultant.
- 4. If required and directed by the Bank/consultant, the contractor has to carry out the work late/ work on Saturdays/ Sundays/ Holidays with prior approval so as to ensure smooth flow and timely completion of the work.
- 5. Debris shall be periodically removed from the site. Debris/ waste materials shall be removed from the residential premises periodically during the progress of the work. The scrap/ waste shall not be accumulated/ dumped in the flats/ premises.
- 6. The existing old wooden wall cabinet in the kitchen has to be removed from the site at the cost of the contractor.
- 7. Special care should be taken not to leave unfinished work overnight, no additional cost during the progress of the work and safety arrangement to be provided all around the work area while work is executed at all time.
- 8. The specifications/ list of approved makes shall be strictly adhered to. If any item is not available as per the list of makes specified, approval has to be obtained for equivalent make, after having produced proof of non-availability of the item in the market.
- 9. The contract is strictly on item-rate basis. The quantities as executed, measured and accepted for payment shall be settled as per rates quoted. No escalation in rates for whatsoever reasons shall be entertained.
- 10. The total amount quoted for the items of work in the schedule, less the buyback amount if any shall only be taken for arriving at the L1 bidder.
- 11. Notwithstanding any insufficiency in detailing the scope of the work, the work is deemed to be done on turnkey basis strictly adhering to specification and instructions of the Bank from time to time and also conforming to prevalent BIS/ NBC norms.

12. Permission, if any required, from the local statutory authorities / bodies shall be obtained by the contractor at his own cost.

## **DECLARATION BY THE CONTRACTOR**

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

Place:	Signature
Date:	Name and Seal
	Address:

## PROFORMA-1

## a) General details about the Contractor

S. No.	Description	Information to be filled up by the Contractors
1	Name of the Contractor /Organisation and address of the Registered Office	
2	Year of establishment	
3	Type of the Organisation (whether Sole Proprietorship, Partnership, Private Limited or Co-operative body, etc.)	
4	Name of the Proprietor/Partner/Directors of the Organisation/Firm:	
	(a)	
	(b)	
	(c)	
	(d)	
5	Details of Registration - Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number	
6	Whether registered with Government/Semi-Government/Municipal Authorities or any other Public Organisation and if so, in which class and since when?	
7	Experience in the relevant field	
8	Areas of business activities other than construction, if any and place of business	
9	Address of business activities other than construction, if any and place of business	
10	Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-charge	

11	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said construction work with names of Bankers and their full addresses (Income-tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached)	
12	Yearly turn-over of the Organisation during last three years (Rs.)	
13	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details. in the table given below:	

Sr.	Name of the	Nature	Work	Present	Value of	Brief details
No.	project and	of work	Order No.	stage of	contract	of litigation
(1)	Employer	(3)	and date	work	(Rs)	(7)
	(2)		(4)	(5)	(6)	

Note: Income-tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.

**b)** Number of supplementary sheets attached for Proforma-I

## **PROFORMA-2:**

Construction capability and previous experiences). List of important Projects executed by the contractor costing Rs. 10.90lakh and above (Modular Kitchen Works)

S.No (1)	Name Of The Project And Location (2)	Name Of The Work Involved In The Contract (3)	Name And Full Postal Address With Phone Numbers Of The Owner And Architect. Also Indicate Whether Govt. Or Semi-Govt. Or Private Body (4)	Contract Amount (Rs.) (5)

Completion Period		Whether work was left	Any other relevant
Stipulated	Actual	incomplete or contract was	information
(6)	(7)	Terminated from either side?	(9)
		Give full details	
		(8)	

<sup>\*</sup> Note: Certificates from the clients should be furnished

# **b)** List of important projects ON HAND costing **Rs. 10.90**lakh and above **(preferably Modular Kitchen works)**

S.No (1)	Name Of The Project And Location (2)	Name Of The Work Involved In The Contract (3)	Name And Full Postal Address With Phone Numbers Of The Owner And Architect. Also Indicate Whether Govt. Or Semi-Govt. Or Private Body (4)	Contract Amount (Rs.) (5)

Completion Period		Whether work was left incomplete or contract was terminated from either side?	Any other relevant information (9)
Stipulated (6)	Actual (7)	Give full address (8)	
(*)			

 $<sup>^{*}</sup>$  Note: Work orders from the clients should be furnished

 $\textbf{c)} \ \, \text{List of available Tools, Plants, available Machineries, Equipment, etc.}$ 

Sr. No (1)	Name of Tools/Plant/Machinery/Equipment and Accessories (2)	Total No.of Units/sq.mt (3)	No. of units/sq.mt. can be spared for the proposed work (4)

d) References
Please give reference with full postal address of two persons (Engineers, Architects or top officials of an Organisation for whom you have executed construction works of importance), who may be directly contacted by the bank or by the Bank's Architects/Consultant about the ability, competence or capability of your Organisation.
(i) Reference-1:

e) Number of supplementary sheets attached for Proforma-2.:

(ii) Reference-2:

## **PROFORMA-3:**

## **Technical Personnel and Special Experience**

**a).** List of your technical personnel, giving details about their technical qualifications and experience including that in your establishment.

Sr.	Name	Age	Qualifi-	Work experience	Nature of
No.	(2)	(3)	cations	(5)	works handled
(1)			(4)		(6)

Name of the projects	Date from which employed	Indicate special such as
	in your organization (8)	advanced construction
handled, costing more than		management techniques like
Rs.10.90lakhs (7)		CPM/PERT and indicate
K5.10.90lakli5 (/)		projects in which such
		techniques were employed
		(9)

## Proforma-4

## **Details of GSTIN of the contractor**

In order to enable us to report the details of the GST collected from you in the GST returns submitted by us, we request you to furnish your GSTIN (Goods and Services Tax Identification Number) in the following format, along with a self-attested photocopy of the GSTIN allotment communication.

GSTIN Inform						
S.No	GSTIN De	tails	Detai	ls to be fille	d up by cu	stomer
1	Name of the Customer					
2	Customer ID					
3	Account No.					
4	PAN					
5	GST Identification Number	er (GSTIN)				
6	TAN					
7	Composition Scheme (Please indicate)		( Yes	/ No)		
8	Nature of service rendered registration certificate issuauthorities					
9	Constitution of Business (	Pl. Tick)	Comp	Partnershi p	Proprieta ry	Others , plz specify
10	Address of principal place of business in the state as per GST registration certificate	Address		1		
		City				
		PIN				
		State				
	Multiple GST registration fill the following details)	** (If Yes, Please	(Yes	/ No)		
	GST Identification Number	er (GSTIN)				

Address of principal place of business in the state as	Address	
per GST Registration certificate	City	
	PIN	
	State	
GST Identification Number (	(GSTIN)	
Address of principal place of business in the state as	Address	
per GST Registration certificate	City	
	PIN	
	State	
Location	SEZ/STP/DTA	
Contact details	Name	
	E-mail ID	
	Phone No.	
of the Authorized Signatory/Pi	rimary Holder	Signature
of the Authorized Signatory/Jo	oint Holder 1	Signature
of the Authorized Signatory/Jo	oint Holder 2	Signature
	of business in the state as per GST Registration certificate  GST Identification Number of Address of principal place of business in the state as per GST Registration certificate  Location  Contact details  of the Authorized Signatory/Proof the Authorized Signatory/Jonath Proof the Authorized Sign	of business in the state as per GST Registration certificate  GST Identification Number (GSTIN)  Address of principal place of business in the state as per GST Registration certificate  City  Address  City  FIN  State  Location  SEZ/STP/DTA  Contact details  Name  E-mail ID

<sup>\*\*</sup> In case of multiple GST Registration number, applicant may detail the GST registration of particular state for every transaction or else the default address mentioned in the form shall be selected by the bank for issuance of invoice

## ANNEXURE-A

## **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:	Name	:
Date:	Address	:
	Seal	:

#### ANNEXURE B

## ARTICLES OF AGREEMENT

(On Rs. 200/- Stamp Paper)

ARTICLES OF AGREEMENT made on theof	t 2017	between
the National Bank for Agriculture and Rural Development	t, a body constitut	ed by the
NABARD Act 1981 and having its Head Office at C-24, G B	Block, Bandra-Kurla	Complex,
Bandra (E) Mumbai-400051 and Regional Office at 48, I	M.G. Road, Nungar	mbakkam,
Chennai – 600034 (hereinafter called the 'Employer') where repugnant to the context mean and include its successors and include its successors and include its successors.	-	
M/s		
(Herein	after called "the Co	ntractor")
which expression shall unless repugnant to the context mean assigns of the other part. WHEREAS The Employer is desirou		
of "Supply and installation of Modular Kitchen i	0	
Bazullah Road Quarters, Chennai"	•	

The Contractor has agreed to execute the said works i.e., "Supply and installation of Modular Kitchen in 32 renovated flats of Bazullah Road Quarters, Chennai" subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, General Conditions of Contract, Special Conditions, Technical Specifications, the said drawings, the Schedule of Quantities and Bidders Schedule of Quantities, all of which are hereinafter collectively referred to as 'the said conditions', strictly in accordance with the said drawings annexed hereto and the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Bidders Schedule of Quantities annexed hereto, amounting to the sum as hereunder arrived at or such other sum as may become payable hereunder (herein under referred to as the said contract amount).

#### NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

- 2. In consideration of the said Contract Amount to be paid by the Employer to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Drawings and described in the said Specifications and Schedule of Quantities.
- 3. The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.
- 4. Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to

the conditions and specifications and perform the agreements on their part respectively in conditions contained.

- 5. This Contract is neither a fixed lump sum Contract nor an item rate Contract, but is a Contract to carry out work to be paid for according to actual measured quantities and rates contained in the Schedule of Quantities and probable quantities provided in the said Conditions.
- 6. The Contractor should have experienced and competent staff which will enable them to ensure proper quality check on the materials, and who will ensure to carry out proper tests as required by the specifications and will supervise the day-to-day working and execution of contract works.
- 7. If the Contractor has any doubt about the quality of any materials or any difficulty in supervision of the day to day work, it shall be the duty of the Contractor to report the matter in writing forthwith to the Employer and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractor will abide by the direction of the Employer.
- 8. The Contractor covenants and warrants that completed items of work as well as the entire work on completion will be in conformity with the Specifications and the terms and conditions of Contract and will be of proper quality and description.
- 9. Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete the work within **02 months from the 10<sup>th</sup>day of issue of work order**, nevertheless to the provisions of extension of time as contained in the said conditions.
- 10. All payments by the Employer under this contract will be made at **CHENNAI** by Cheque/e-payment only.
- 11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at **CHENNAI** and only court at **CHENNAI** shall have jurisdiction to determine the same.
- 12. This agreement shall be signed in duplicate; the original document shall be kept in the custody of the Employer and the duplicate with Contractor. Stamp duty shall be borne by the Contractor.

IN WITNESS WHEREOF the Employer has set its hand hereunto through its duly authorized official and the contractor has caused these presents under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of 2017.

Signed and sealed by the said Employer in the presence of

•••••••••••
Witness No. 1
Witness No. 2
Signed and Sealed by the said
Contractor in the presence of
Witness No. l
Witness No. 2

## ANNEXURE C

## **INDEMNITY BOND**

(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri	of M/s
do hereby efavour of National Bank for Agriculture and Rural Development Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra Regional Office at No. 48, Nungambakkam High Road, C M/s	( NABARD), having their (E) Mumbai-400051 and hennai – 600034 and their office at 2017.WHEREAS NABARD for their proposed work
I/We M/shereby do Indemnify, and same hand from	armless NABARD against
1. Any third party claims, civil or criminal complaints liabilities, accidents or disputes and/or damages occurring or arising out of due to faulty work, negligence, faulty construction and/or for and regulations in force, for the time being while executing/exect	any mishaps at the site violating any law, rules
2. Any damages, loss or expenses due to or resulting from negligenthe part of me/us or any sub-contractor/s if any, servants or ager	
3. Any claim by an employee of mine/ours or of sub-contractor Workmen Compensation Act and Employers Liability Act, 1939 and regulations in force for the time being and any Acts repla same or any of the same as may be in force at the time and und injuries to persons or property arising out of and in the course contract work and/or arising out of and in the course of workmen/employee.	or any other law, rules cing and/or amend the er any law in respect of of the execution of the
4. Any act or omission of mine/ours of sub-contractor/s if any agents which may involve any loss, damage liability, civil or crim	
IN WITNESS WHEREOF THE M/s has set his/their of2017	hands on thisDay
SIGNED AND DELIVERED BY THE AFORESAID M/s	
IN THE PRESENCE OF WITNESS:	
(1) (2)	

## **ANNEXURE D**

## Performance Under taking from the contractor

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

National Bank for Agriculture and Rural Development Plot No. C-24, G Block, Bandra-Kurla Complex Bandra(E) Mumbai- 400 051

#### **WHEREAS**

The National Bank for Agriculture and Rural Development (NABARD) is desirous of getting
the "Supply and installation of Modular Kitchen in 32 renovated flats of
Bazullah Road Quarters, Chennai and for that purpose invited tenders.
1. Pursuant to the acceptance by NABARD of the tender dated submitted by
us, on which NABARD has issued work order Nodated(hereinafter
referred to as "the said order") and accepted us on (date).
32 renovated flats of Bazullah Road Quarters, Chennai", shall be carried out as per the tender specifications.
2. It is also one of the terms of the said order that we shall furnish to NABARD a
performance undertaking against any defect which may arise in a period of 5 years from the
date of virtual completion pertaining to both the materials ,workmanship, rusting etc, ir
respect of the said modular kitchen works and which performance undertaking shall be
signed by and which shall be valid for a duration of 5 years from the
date of virtual completion of the said water proofing works.
NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT:

- 1. We have carried out the said Modular kitchen works. We have read and understood the
- terms and conditions of the said Modular kitchen Work.
- 2. After virtual completion of the said Modular kitchen works, if at any time or times the said kitchen accessories provided and installed by us gets damaged either due to the inadequacy of the work carried out or due to any other reason, whatsoever relating to the

specifications, Workmanship etc., we hereby undertake to carry out necessary remedial measures up to 5 years from the date of virtual completion of the said kitchen accessories to such extents so and often as may be necessary without any extra cost to the NABARD. The decision of NABARD in regard to the question as to whether the kitchen accessories is in order or otherwise shall be treated as final and binding on us. We shall diligently, efficiently and satisfactorily rectify the defects or faults detected/arising, during the aforesaid period to the full satisfaction of NABARD and also undertake to attend to the rectification work and reinstate the Accessories to its original condition after carrying out the rectification work, if necessary, by arising new materials at no extra cost to the NABARD.

9	We shall	not revoke	it without written	consent of NA	RARD
ኅ.	vvc snan	HOLICYOKE		COUSCIL OF NA	DANI

Signed by:	
For & on behalf of M/s	
Date:	
Place	

## **ANNEXURE-E**

## **Bank Account Details for ECS Payments**

## <u>Details to be furnished by the Tenderers/contractors/Service</u> <u>Provider/Firm</u>

	Provider	
2. Name of the bank of the contractor/ service provider :		
3.Bank Brach and Address :		
4. Title of account where payment is required (Exact wording of the account):		
5. Account No.:		
6. Type of account :	Savings/ Current/ Overdraft/ Cash Credit/ NRE Savings/Credit Card	Advances
7. MIDCR No. of the Bank Branch		
(along with a cancelled copy of the cheque):		
8. IFSC/ RTGS/ NEFT No. :		
Place:		
Date:		

## Yours faithfully

Name and Address of the Tenderer/Contractor/Firm/Co./Service Provider

(Signature of the Tenderer/Contractor/Firm/Co./Service Provider)Address and Seal

**Note:** Enclose a copy of PAN & Cancelled Cheque

## <u>ANNEXURE – F</u>

## **CHECK LIST FOR SUBMISSION OF BID**

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with this bid document.** 

## Please tick ( $\checkmark$ ) the box and ensure compliance:

se		elope marked ''Ear	d in the form of DD rnest money deposit"	as mentioned in NIT in
Sı	ubmitted			
In the	e form of DD			
	DD No	Dated	Drawn on	(Name of Bank)
2.	Validity of offer is	up to 90 days from	n the date of opening of	Price Bid.
	Yes			
3.			n who has signed the off rganisation, declaration	
	Submitted		Proprietorship	
4.	Partnership Deed limited company.	in case of Partners	ship firm and Articles o	of Association in case of
	Submitted		Not applicable	
5.	Bid Compliance Stenclosed.	catement (confirm	ation for no deviation s	stipulated in Bid)
	Submitted			

6.	Original Bidding Document along with blank (un-priced) copy of price Bid/ Schedule of Rates and addendum, if any. Price is not filled up in this document.
	Submitted
7.	All pages/documents are stamped and signed by the authorised signatory of the bidder.
	Yes
8.	Price Part in original, duly filled in, signed and sealed in each page, submitted in separately sealed envelope.
	Submitted
9.	Duly filled in Details of Specific Experience as per the format attached in the Bidding Document along with Documentary evidences comprising Work order and Completion certificate in support of meeting Experience criteria as per the NIT.
	Submitted
10.	Financial statement along with the Annual Audited balance sheets and P&L Accounts for the last three years.
	Submitted
11.	PAN NO. with documentary proof.
	Submitted
12.	ESI No. with documentary proof.
	Submitted
13.	Tax identification Number (TIN) applicable under VAT Act.
	Submitted

·	are required to be submitted for the subject job, ioned in the Bidding Document.
SIGNATURE OF BIDDE	CR:
NAME OF BIDDER	:

COMPANY SEAL