NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

NABARD REGIONAL OFFICE, MIZORAM

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF AIR CONDITIONERS AT NABARD RO, AIZAWL, MIZORAM
NOTICE INVITING TENDER

M/s

Dear Sir,

Tender For Supply, Installation, Testing and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl

Sealed Tenders are invited from reputed vendors / firms for supply of captioned goods at NABARD Regional Office at New Capital Complex, Aizawl. We request you to submit your offer in a sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned in the tender document. We request you to submit your offer for the above work in two bid system i.e. (1) technical or techno-commercial bid with all technical terms and conditions, EMD etc. and (2) price bid. Both the bids should be sealed individually and may be submitted to us in another sealed envelope as per detailed specifications and other requirements as mentioned in the tender document.

2. Tender document can be downloaded from our website www.nabard.org. For any clarification, you may contact our office on 0389-2335562. Sealed tender documents super-scribed with “Technical Bid” or “Price Bid” as the case may be and completed in all respect should be addressed by name to General Manager, NABARD, Mizoram Regional Office, New Capital Complex, Khatla, Aizawl 796001 and super-scribed “Tender For Supplying, Installation and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl”.

3. Envelope containing tender documents completed in all respects duly signed by the tenderer and sealed as necessary should be dropped inside the Tender Box available in the First Floor at the above mentioned address before 14:30 hrs on 22 February 2021.

4. The technical bids of the tenders will be opened on the same date i.e. 22 February 2021 at 15:00 Hrs in the presence of vendors/firms or their authorised representatives who choose to be present. NABARD reserves the right to accept or reject any tender, either in whole or in part without assigning any reasons thereof. Consultants/firms are advised to quote reasonable rates based on the prevailing market rates.

5. All bidders are required to deposit EMD of Rs.26,000/- (Rupees Twenty Six Thousand only), through online fund transfer only, in favour of NABARD as per the details furnished below. The tender application of the bidders not depositing the EMD shall be rejected.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Account Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF THE ACCOUNT</td>
<td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td>
</tr>
<tr>
<td>BANK ACCOUNT NUMBER (VAN)</td>
<td>NABADMIN33</td>
</tr>
<tr>
<td>NAME OF THE BANK</td>
<td>NABARD</td>
</tr>
</tbody>
</table>
Note:- MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations or empanelled with NABARD itself, are exempted from submission of EMD for the tender.

6. Any discrepancies, omission, ambiguities in tender documents, if any or any doubt as to the meaning should be reported in writing to the General Manager, NABARD, Mizora who will review the questions and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the contractors/firms which will become the part of the contract document. NABARD will not be responsible if the any discrepancies, omission, ambiguities in the tender or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the tender.

7. The vendors are advised to conduct a site survey and satisfy themselves about the requirements of wiring and other electrical fittings/equipment and restoration of ceiling/walls (after installation) before submitting their bids. Any additional requirement after acceptance of the bids will be at the cost of vendor.

8. Contractors/firms are advised to ensure strict observance of technical and commercial aspects as indicated in the tender and sign on all pages as token of acceptance. The fee quoted shall be inclusive of all expenditure related to successful completion of work as per scope of work and tender conditions including all taxes except GST. GST shall be paid extra as applicable.

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

- The bids shall remain valid and open for acceptance for 3 months from the date of opening of the price bid.

- Time of Completion: Time period for completion the entire work shall be 21 days which shall be reckoned from the 7th day of the date of issue of purchase order.

- 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 gross value of the work on completion.

- 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.

Yours faithfully

(T Sudheer)
Deputy General Manager
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

NABARD REGIONAL OFFICE, MIZORAM

PART 1 – TECHNICAL BID

Supply, installation, testing and commissioning of air conditioners at NABARD RO, AIZawl, MIZORAM

Last Date for Submission of Tender: 14.30 hrs, 22 February 2021
FORM OF TENDER

To
S N Mallick
General Manager
NABARD Regional Office,
New Capital Complex
Khatla
Aizawl 796001

Dear Sir,

Tender For Supply, Installation and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl

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 installation specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to supply of goods 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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Subject</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Description of work</td>
<td>Tender For Supply, Installation, Testing and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl</td>
</tr>
<tr>
<td>b</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs.26,000/-</td>
</tr>
<tr>
<td>c</td>
<td>Time allowed for completion of the work</td>
<td>Time period for completion the entire work shall be 15 days which shall be reckoned from the 7th day of the date of issue of work order.</td>
</tr>
</tbody>
</table>

3. Should this tender be accepted, I/We hereby agree to abide by and fulfill 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, ....................., Aizawl

ii) .......................... Bank, ......................... Branch, .........., Aizawl

iii) Type of account: Savings / Current account

iv) Bank Account No.

v) IFS code of Bank and branch

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm
Authorized to sign:

OR
Name or person having Power of Attorney / Authorisation letter to sign the contract

Yours faithfully,

Signature of Tenderer with stamp
A. **PRE-QUALIFICATION CRITERIA and Supporting Documents**

1. The intending firm/vendor shall enter into Integrity Pact with NABARD as per the format given in Annexure A of this tender document in Rs. 100/- non-judicial stamp paper.
2. The firm/Supplier should have experience of supply, installation and commissioning of similar goods during the last 07 years. The date of registering of the firm/Supplier, work orders etc may be submitted in this respect.
3. The estimated cost of the work is Rs. 13.00 lakh. The annual turnover of the firm/Supplier during each of the last 3 years (ending 31.03.2020) should be at least 30% of the estimated cost of tender ie 3.90 lakh.
The Audited balance sheets or registered Chartered Accountant statement of accounts may be submitted in this respect.
4. The firm/Supplier should have done at least:
   I. Three similar supplies/works whose individual values not less than 40% of the estimated cost ie 5.20 lakh
   OR
   II. Two similar supplies/works whose individual values not less than 50% of the estimated cost ie 6.50 lakh
   OR
   III. One similar supplies/works whose individual value not less than 80% of the estimated cost ie 10.40 lakh
   The supply orders and work completion certificates issued by the client institutions may be submitted in this respect.
5. The tenderers should have applicable Tax registrations (GST, PAN).
6. Tenderers should have a current / savings bank account with a scheduled commercial bank.
7. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
8. Intending applicants are required to furnish details about their firm/organization, experience, competence etc as per the Performa listed below. Failing which shall lead to cancellation of application of Tenderer.
9. While deciding upon the selection of Tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule.
10. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
11. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
12. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process.
## PART - I
### BASIC INFORMATION

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Particulars</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the firm/vendor</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Type of Organisation- Whether Proprietorship, Partnership, Private Limited company etc. (Please enclose related documents)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name of the Proprietor/Partners/Directors in the organisation</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Experience in the respective field of work</td>
<td>- Years</td>
</tr>
<tr>
<td>6</td>
<td>Name and address of the Bank/Bankers.</td>
<td></td>
</tr>
</tbody>
</table>
| 7   | Yearly turnover of the organization for the last 3 years ending 31st March 2020 (Attach a separate neatly typed sheet on letter head of chartered accountant or enclosed copies of audited balance sheets & profit & loss for the previous three financial years.) | Year 2017-18  
2018-19  
2019-20 |
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>a) Registered Office address and Telephone number</td>
</tr>
<tr>
<td></td>
<td>b) Office address through which the work will be handled in Aizawl.</td>
</tr>
<tr>
<td>9</td>
<td>Whether working with any of the Govt. /Semi Govt. Undertaking/s as approved Suppliers and if so, furnish details in Part II.</td>
</tr>
</tbody>
</table>

Signature of the applicant  
( with seal )
# PART – II

## PREVIOUS EXPERIENCE

**LIST OF SIMILAR ORDERS EXECUTED BY THE FIRM DURING THE LAST 07 YEARS** (Costing as mentioned in the eligibility criteria)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the work &amp; location</th>
<th>Nature of work Involved in the contract</th>
<th>Name &amp; address of the owner</th>
<th>The name &amp; full address of the officer under whom the work was carried out</th>
<th>Contract Amount</th>
<th>Complet ion period stipulate d</th>
<th>Completio n period actual</th>
<th>Whether the work was left incomplete or contract was terminate d from either side. Give full details.</th>
<th>Any other relevant information including reason, if any, for delay in completio n of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
</tbody>
</table>

---

**SIGNATURE OF THE APPLICANT**

(WITH SEAL)

* Attach a separate sheet, if required.
(b) LIST OF IMPORTANT ORDERS IN HAND  
(Costing as mentioned in the eligibility criteria)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the work &amp; location</th>
<th>Nature of work involved in the contract</th>
<th>Name &amp; address of the owner</th>
<th>The name &amp; full address of the officer under whom the work is being carried out</th>
<th>Contract Amount</th>
<th>Completion period stipulated</th>
<th>Present status</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(10)</td>
</tr>
</tbody>
</table>

SIGNATURE OF THE APPLICANT  
(WITH SEAL)

* Attach a separate sheet, if required.
TERMS AND CONDITION OF TENDER

1. Quoted rate shall be workable and inclusive of all material and labour cost, scaffolding cost, dismantling and removal of debris cost, Supplier overheads and profits, insurance cost, prevailing taxes etc., all complete. GST as applicable shall be indicated separately in the price bid format given. Nothing extra will be paid over and above the rates quoted by the Supplier on this account. The National Bank will deduct income tax, GST etc at source as per relevant rules in force. Electricity, if required, will be provided by the Bank free of cost at the mentioned work site/s. The Supplier has to arrange the tapping points at its cost in consultation with Banks officials.

2. All the rates must be quoted in figure for each of the item, neatly and all the corrections shall be initialed. No conditional rebate will be accepted. If on check, differences are observed between the rates given by the Supplier in words and figures or in the amount worked out by him, the following procedure shall be followed:
   a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Supplier shall be taken as correct.
   b. When the amount of an item is not worked out by the Supplier or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Supplier in words shall be taken as correct.
   c. When the rates quoted by the Supplier in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Supplier shall be taken as correct and not the amount.

3. The Supplier must acquaint himself with the site condition, electrical wiring, fittings and equipment requirements before quoting his rates and carrying out installation.

4. The Supplier should have valid License relating to his Contract and the workmen employed by the Supplier should also have the valid License and/or experience in their trade.

5. The Supplier should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him.

6. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.

7. The Supplier shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations.

8. The quantities mentioned in schedule of quantities are only tentative and may vary to any extent. Some of the items of work may not be executed at all and some may be partially executed at the sole discretion of NABARD. The Supplier shall not have any claim on account of variation.

9. The rate of additional items / non-tendered items (if considered necessary during the execution of work will also have to be undertaken) will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar
items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards Supplier’s profit and overheads plus applicable GST. In such cases, Supplier shall submit the documents supporting the price his rate analysis along with all relevant supporting market rates list / vouchers for consideration of the Bank.

10. In case the Supplier is constrained to substitute/ variate in the material specifications on account of non-availability of the same in the market or long delivery time, he/they must obtain the approval for any such substitution/variation from Bank. For variate/substitute item, Bank will make the suitable deduction/additional payment on the basis of difference in the cost of item specified in tender and substituted item or proportionate cost in case of variation in size plus 15% towards Supplier’s profit and overheads from the quoted rate. In such cases, Supplier shall submit the documents supporting the cost of the material purchased and quotation of the material specified in the tender for consideration of the Bank.

11. No escalation on the rates of any items shall be considered by the Bank after finalisation and award of contract.

12. All work shall be carried out as per latest specifications and materials conform to relevant BIS codes where mentioned. Samples of materials or brand wherever required shall have to be got approved by NABARD before actual use in the work.

13. All material required for proper completion of work including labour, scaffolding, safety equipments, tools and plants etc. shall be arranged by the Supplier. The Supplier will take all the steps to ensure the safety of labour, persons and Nabard property.

14. All work must be completed within 21 days which shall be reckoned from the 7th day of the date of issue of work order. Delay in the completion of work will attract liquidated damage @ 0.25 % of contract value per week, which may be to the maximum of 5% of the value of contract. For delay beyond control of Supplier, no liquidated damage will be imposed. Supplier will submit the main reasons for the delay for consideration of Bank, in case of delay in completion of work. Extension of time will be considered on the written request by the Supplier.

15. After satisfactory completion of the work, payment shall be made on accepted rates on the basis of actual supply and satisfactory installation and commissioning.

16. The work must be carried out without causing any damage to the Bank's and other's property. The Supplier shall be fully responsible and shall compensate NABARD in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Supplier or his agents and / or his employees, or workmen. The decision of NABARD in this regard shall be final and binding. For this, the Supplier shall indemnify NABARD against any losses as per format given at Annexure C on Rs.100/- non judicial stamp paper.

17. All bidders are required to deposit EMD of Rs.26,000/- (Rupees Twenty Six Thousand only), through online fund transfer only, in favour of NABARD as per the details furnished below. The tender application of the bidders not depositing the EMD shall be rejected.
18. The EMD of successful Supplier shall be adjusted within the final bill or refunded after completion of work. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilisation advance will be given to Supplier.

19. The tenderer will initial each page of the documents with their seal in token of their having fully understood the contents of tender/quotation for the work.

20. The tender shall be submitted in sealed cover with complete documents & EMD and super-subscribed "Tender For Supply, Installation, Testing and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl" (in two sealed envelopes as technical & price bid and both are put up in one main sealed envelope), so as to reach the office of General Manager, NABARD, Mizoram Regional Office, New Capital Complex, Khatla, Mizoram 796001 latest by 2.30 P.M. on 22 February 2021. In case, the last date of submission is holiday, the next working day will be last date of submission. The technical bid will be opened at 3:00 PM on 22 February 2021 in the presence of representative of Suppliers, if they choose so. The price bids will be opened for the eligible tenderers subsequently.

21. National Bank (NABARD) reserves the right to reject any or all tenders/quotes.

22. The Supplier will take the necessary permissions from the municipal/statutory authorities for execution of the work. The bank will provide the necessary documents & letters for submission and reimburse the submitted fee on the basis of receipts.

23. The agreement will be made on a non-judicial stamp paper of Rs. 200/- as per the given format (Annexure B) at the Suppliers cost.

24. The Supplier shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any his employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The Supplier shall also be responsible for any thing, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the Supplier.

25. The Supplier shall indemnify NABARD against any losses as per format given at Annexure C on Rs.100/- non judicial stamp paper.

26. Any act of indiscipline / misconduct / theft / pilferage on the part of any
employee engaged by the Supplier 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.

27. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

28. The Supplier shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

29. Any discrepancy in settlement of bills may be brought to Bank’s notice within seven (7) working days of date of crediting of the settled amount by NEFT to the Supplier’s a/c being maintained with NABARD. After the 7th day, no correspondence in this regard shall be entertained.

30. The Supplier will clear the site by removing the debris, scaffolding and balance materials from the site. He will restore interiors of the office/hall where the equipment are installed after execution. Supplier has to consider these aspects while submitting bids. No additional payments will be made in this regard if not indicated in the bid.

Should this quotation be accepted, I hereby agree to execute the said work at the respective rates mentioned in the schedule of quantities and abide by terms and conditions contained in the above paras. The acceptance of NABARD's work order by me will be treated as Agreement for the said work.

Date:  
Place:  
( Sign. of Supplier )  
( Seal of Supplier)  
mentioning address
SAFETY CODE

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

No portable single ladder shall be over 8 metres 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.

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.

Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.

Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

The Employer reserves the right to instruct the Suppliers to take additional safety precautions if found necessary.

All workers shall be provided with helmet, Safety Shoes and Safety belts.

- I/We accept to abide by the above scope of work & safety precautions.

Date :                         Signature of tenderer

Place :                       Name, Address & Seal
Annexure A

PRE CONTRACT INTEGRITY PACT
(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) (Tenders without Pre-Contract Integrity Pact on Rs.100 stamp paper shall be rejected outrightly)

Between

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

And

………………………………………….. hereinafter referred to as “The Bidder/Supplier”

Preamble

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

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

Section 1 – Commitments of the Principal
(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
   a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
   b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
   c. The Principal will exclude from the process all known prejudiced persons.
(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Supplier(s)
(1) The Bidder(s) / Supplier(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Supplier(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
   a. The Bidder(s) / Supplier(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
   b. The Bidder(s)/Supplier(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
c. The Bidder(s)/Supplier(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Supplier(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Supplier(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Supplier(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/Supplier(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Supplier(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Supplier(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts
If the Bidder(s)/Supplier(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Supplier(s) from the tender process.

Section 4 – Compensation for Damages
(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

Section 5 – Previous transgression
(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

Section 6 – Equal treatment of all Bidders / Suppliers / SubSuppliers
(1) In case of Sub-contracting, the Principal Supplier shall take the responsibility of the adoption of Integrity Pact by the Sub-Supplier.

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

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

Section 7 – Criminal charges against violating Bidders(s) / Supplier(s) / SubSupplier(s)
If the Principal obtains knowledge of conduct of a Bidder, Supplier or SubSupplier, or of an employee or a representative or an associate of a Bidder, Supplier or
SubSupplier which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 – Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is

**Shri Pramod Kumar Sangewar, IRSS (Retd.)**

H. No. 12-5-65/1, Flat No. 109,

Sri Harsha Sethuram Unique

Vijayapuri Colony, South Lalaguda,

Secunderabad, Telengana – 560 017

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders /Suppliers as confidential. He/she reports to the Chairman, NABARD.

3. The Bidder(s)/Supplier(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Supplier. The Supplier will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Suppliers.

4. The monito is under contractual obligation to treat the information and documents of the Bidder(s) /Supplier(s) / Sub-Supplier(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

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

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

8. If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word ‘Monitor’ would include both singular and plural.
Section 9 – Pact Duration
This Pact begins when both parties have legally signed it. It expires for the Supplier 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions
(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3) If the Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal) (For & on behalf of the Bidder/Supplier)
(Office Seal) (Office Seal)
Place ________________
Date ________________

Witness 1:
(Name & Address) ___________________________________________
__________________________________________

Witness 2:
(Name & Address) ___________________________________________
__________________________________________
ARTICLES OF AGREEMENT

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

WHEREAS the Employer is desirous of getting executed the work of “Tender For Supply, Installation, Testing and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl” 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 at 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. This Agreement and documents mentioned herein shall form the basis of this contract.
4. This contract is for “Tender For Supply, Installation, Testing and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl” and to be paid for according to actual measured supply and installation at the rates accepted or as provided in the said conditions.

5. The Tenderer shall afford every reasonable facility for the works of all the other Suppliers, 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.

6. 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 Supplier / agency at its sole discretion without prejudice to this contract. The Supplier shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.

7. 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.

8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within 21 days from the 7th day of the date of issue of work order, subject nevertheless to the provision for extension of time as permissible by the Employer.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.

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

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

Signature Clause

SIGNED AND DELIVERED by the
National Bank for Agriculture and
Rural Development by the hand of
Shri
(Name & Designation)
In the presence of:
Witness #1
Signature:
Name:
Address
Witness #2
Signature:
Name:
Address
SIGNED AND DELIVERED by the Bidder
(Name, Signature & Designation)
Witness #1
Signature:
Name:
Address
Witness #2
Signature:
Name:
Address
INDEMNITY BOND  

Know all men by these presents that I,  Shri..............................................................of M/s .............................................................. do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and Mizoram Regional Office at New capital Complex, Khatla, Aizawl 796001 and M/s .............................................................. having their registered office at ....................................................... on this .......... day of ........... 2021.

Whereas NABARD have appointed M/s ................................................................. as the Supplier for their proposed work relating to “Tender For Supply, Installation, Testing and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl”

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-Supplier/s if any, servants or agents.

any claim by an employee of mine/ours or of sub-Supplier/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-Supplier/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

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

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

Signature

IN THE PRESENCE OF WITNESSES:

1. Name & Signature:

2. Name & Signature:
NATIONAL BANK FOR AGRICULTURE AND
RURAL DEVELOPMENT
NABARD REGIONAL OFFICE, MIZORAM

PART 2 – PRICE BID

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF AIR CONDITIONERS AT NABARD RO, AIZAWL,
MIZORAM

Last Date for Submission of Tender: 14.30 hrs, 22 February 2021
**Requirement and basic specification for Price bid**

Price bids for Supply, Installation, Testing and Commissioning of Air Conditioners at NABARD Regional Office, Aizawl may submitted as per quantities and specifications mentioned below:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3.0 TR Cassette type Hot &amp; Cool inverter series Air Conditioner, Copper condenser, turbo cooling, smart detect technology (Blue Star YAFU series 3T R410A Hot and Cool or equivalent)</td>
<td>No.</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>2.0 TR Split type Hot &amp; Cool inverter series Air Conditioners (Voltas All Weather Split AC 24H SZS 2 Ton Hot and cold or equivalent)</td>
<td>No.</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>1.5 TR Split type Hot &amp; Cool inverter series with min 3-star rating Air Conditioners (Voltas All Weather Split AC 18H SZS 1.5 TON Hot and Cold or equivalent)</td>
<td>No.</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>5 KVA Automatic Stabilizer with build-in high cut, Buzzer &amp; Timer: Input: 50VA-280V &amp; Output: 210V-240</td>
<td>No</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>4 KVA Automatic Stabilizer with build-in high cut, Buzzer &amp; Timer: Input: 50VA-280V &amp; Output: 210V-240</td>
<td>No</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Consumables, copper pipe, water drain pipe, etc for AC installation</td>
<td>Lump sum</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Electrical fittings and consumable</td>
<td>Lump sum</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Installation charges</td>
<td>Lump sum</td>
<td></td>
</tr>
</tbody>
</table>

i. The price bids may be submitted as per format given in Annexure I
ii. Vendors/firms may visit the NABARD RO at Aizawl to understand the wiring and electrical requirement for installation of air conditioners and accordingly quote their price. No additional claim, except in case of sl no. 9 and 10 of terms and conditions, over and above the price quoted and accepted by NABARD will be allowed.
iii. GST should be shown separately
iv. Price quote can be inclusive of installation, testing and commission and restoration of damages to walls and roofing or these can be shown separately
v. Make and specification of the offered item for air conditioners and stabilisers should be indicated
vi. Bids may be submitted as per format in Annexure I
vii. Features of the offered air conditioners, stabilisers, electrical fittings, consumables should be shown separately
Annexure I

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate (Rs)</th>
<th>Amount (Rs.)</th>
<th>GST (Rs.)</th>
<th>Total Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3.0 TR Cassette type Hot &amp; Cool inverter series Air Conditioners</td>
<td>No.</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>2</td>
<td>3.0 TR Split type Hot &amp; Cool inverter series Air Conditioners</td>
<td>No.</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>3</td>
<td>1.5 TR Split type Hot &amp; Cool inverter series 3-star Air Conditioners</td>
<td>No.</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>3</td>
<td>4 KVA Automatic Stabilizer</td>
<td>No.</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>4</td>
<td>5 KVA Automatic Stabilizer</td>
<td>No.</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>5</td>
<td>Consumables copper pipe, water drain pipe, etc for AC installation</td>
<td>Lump sum</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>6</td>
<td>Electrical fittings and consumable</td>
<td>Lump sum</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>7</td>
<td>Installation charges</td>
<td>Lump sum</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 (6+7)</td>
</tr>
<tr>
<td>8</td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>