



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Department of Premises, Security and Procurement Odisha Regional Office
Ankur 2/1, Nayapalli Civic Centre, IRC Village, Bhubaneswar -751015
Email: dpsp.bhubaneswar@nabard.org

Tender Notice

Tender Notice for Providing Plastering, PCC flooring and Fencing at NABARD Quarters Buildings at BDA Colony, Chandrasekharapur, Bhubaneswar – 751016

Date of issue of tender document	01 September 2023
Pre Bid Meeting with bidders	08 September 2023
Last date and time for submission of tender	22 September 2023 15.00 PM
Date and time of opening Technical Bids	22 September 2023 15.30 PM
Date of opening of Financial Bids	Will be communicated later
Earnest Money Deposit (EMD)	Rs.54000/- (Rupees Fifty Four Thousand only)

NOTICE INVITING TENDER

**Ref. No. NB. ODRO.DPSP/ 1327 / Quarters Renovation /2023-24
01/09/2023**

Madam/Dear Sir

Tender Notice for Providing Plastering, PCC flooring and Fencing at NABARD Quarters Buildings at BDA Colony, Chandrasekharpur, Bhubaneswar – 751016

1. National Bank for Agriculture and Rural Development (NABARD), Odisha Regional Office, Bhubaneswar invites e-tender through electronic bidding system for the captioned work. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC Class-3) to login NABARD's e-Procurement portal (<https://nabard.eproc.in/>).
2. NABARD intends to undertake the External Repairs/Renovation, Structural Upkeep and allied works including Civil, Waterproofing and related works in **NABARD Officers' Quarters Buildings at BDA Colony, Chandrasekharpur, Bhubaneswar, Odisha State.**
3. Tenderers are requested to **submit their bids through e-tendering (e-bid)** mode by logging in to e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid work as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on **e-Procurement portal of NABARD** and **create user ID and Password**. Bids submitted by any other mode like sealed envelope or post or hand-delivery **will not be accepted**.
4. The e-tender will be available to the bidders /contractors on Gem portal **from 01/09/2023, 3:00 PM** onward and also on NABARD's website (for reference purpose) through the following link – <https://www.nabard.org/Tenders.aspx?cid=501&id=24> as well as from Central Public Procurement Portal (CPPP) on the following link <https://eprocure.gov.in/eprocure/app>.
5. Tenderers are advised to submit e-tender (e-bids) through GeM only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal.
6. The tenderer/bidder shall **submit two separate e-bids for the captioned work i.e. Part-I** Technical Bid and **Part – II** -Price Bid which should be complete in all respects.
7. Instructions regarding Technical Bid, Price Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
8. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format

(Annexure- E) in all phases of the contract. (<http://www.cvc.nic.in>)

9. **Earnest Money Deposit (EMD) of ₹ 54,000/- (Rupees Fifty Four Thousand Only)** is to be paid to designated account No.NABADMN05 (IFSC: NBRD0000002). No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder
10. A **Pre-Bid meeting** is scheduled to be held on **08/09/2023 at 11.30 AM** in the Conference Hall on **3rd Floor of Odisha Regional Office**, Ankur 2/1, Nayapalli Civic Centre, IRC Village, Bhubaneswar -751015. The clarifications being sought in the pre-bid meeting by email on dpsp.bhubaneswar@nabard.org. All the clarifications of the pre-bid meeting will be part of e-tender and will be updated and uploaded on GeM alongside NABARD website (www.nabard.org). Further, bidders/ representatives of bidders have to strictly follow COVID-19 related precautionary norms. In case of failure to do so, Bank, at its discretion, may prevent them from attending the meeting.
11. E-Tenders must be submitted **online not later than 3:00 PM on 22/09/2023**. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.
12. The Technical Bids will be opened online on **22/09/2023 at 3:30 PM** in Conference Hall **on 3rd Floor of Odisha Regional Office**, Ankur 2/1, Nayapalli Civic Centre, IRC Village, Bhubaneswar -751015 in the presence of interested bidders who chose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letterhead for participating in the technical bid opening. Further, bidders/ representatives of bidders have to strictly follow COVID-19 related precautionary norms. In case of failure to do so, Bank, at its discretion, may prevent them from attending the meeting.
13. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.
14. The Price Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected. In case of multiple L1 bidder standard procedure laid down by NABARD will adopted to identify L1.
15. In case of multiple L1 bidders standard procedure laid down by NABARD will adopted to identify L1.
16. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.

17. The decision of the bank shall be final and binding with regard to technical and price bids and the e-tendering process.
18. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
19. Tenderers must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical Document Sheets.
20. The bids shall remain valid and open for acceptance for 90 days from the date of opening of Price Bid.
21. Time of Completion: The work shall be completed **within 90 days** from the date of acceptance of work order.
22. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
23. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of work for every week of delay or part thereof, subject to maximum of 5% on the incomplete value of the accepted tender.
24. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserved the right to reject the tender.
25. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal and NABARD's website only.
26. Tenderer should inspect the existing site and other conditions up to their satisfaction before e-tendering/e-bidding.
27. Applications containing false and/or incomplete information are liable for rejection
28. The work shall have to be done in strict coordination with the Bank as per directions issued and within the stipulated timeframe in an expeditious manner.
29. The successful bidder shall execute an 'Articles of Agreement' of work contract with NABARD in accordance with the standard / prescribed format within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Yours faithfully

--Sd--

(Kamalakanta Pattnaik)
Deputy General Manager

**TECHNICAL BID
(Part-I)**

FORM OF TENDER

Date:

To

The Chief General Manager
National Bank for Agriculture and Rural Development
Odisha Regional Office
Nayapalli Civic Centre, IRC Village
BHUBANESWAR – 751015

Dear Sir,

Tender for Providing Plastering, PCC flooring and Fencing at NABARD Quarters Buildings at BDA Colony, Chandrasekharpur, Bhubaneswar – 751016

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

MEMORANDUM

- | | |
|--|---|
| a) Description of work | Providing Plastering, Concrete work, Steel fabrication and Installation of Polycarbonate sheet at NABARD Quarters Buildings at BDA Colony, Chandrasekharpur, Bhubaneswar – 751016 |
| b) Earnest Money (EMD) | ₹54,000.00 (Rupees F i f t y F o u r Thousand only) |
| c) Time allowed for completion of work | 90 days |
| d) Percentage, if any, to be deducted from bills towards IT, GST, etc. | As per Government Notifications |

We understand that the time for completion shown above shall be reckoned from the date of issue of the Work Order.

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 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.
The EMD will not bear any interest.

Details of the Firm/ Company/ Individual

- a. Name of our firm / Company / Individual
- b. Address of our firm / Company/ Individual

- c. Telephone No.: _____ Mobile No. _____
- d. E-mail address _____
- e. Our Bankers are:

Sl. No	Name of Bank and Branch	A/c No.	Nature of A/c. (SB/CA/ CC (OD)	IFSC No.
I				
i				
i				

The names of partners of our firm are:

- i)
- ii)
- iii)

Name of the partner of the firm
Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract
(Certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

PRE-QUALIFICATION CRITERIA

Service wise Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

1. The Bidding Firm/Company:-
 - a. Should have relevant experience in the renovation of projects as an organization in which bidder is quoting
 - b. Should have an experience of similar works during the last 07 years individually in which bidder is quoting.
 - c. Annual turnover during each of the last 3 years should not be less than ₹6.00 lakhs
 - d. Should have successfully completed or currently providing services in last 07 Years, in the respective field individually, in which bidder is participating, for government buildings, Banks/FIs premises, reputed private organizations etc:
 - i. **three similar works** whose value is not less **40% each** of the estimated cost of the work i.e., **₹ 7.00 lakh** or
 - ii. **two similar works** whose value is not less than **50% each** of the estimated cost of the work i.e., **₹ 9.00 lakh** or
 - iii. **One similar work** whose value is not less than **80%** of the estimated cost of the work i.e., **₹ 14.00 lakh.**
2. The work orders and work completion certificates issued by the client institutions may be submitted in this respect.
3. The tenderers should have applicable Tax registrations (GST, PAN).
4. Tenderers should have a current/savings bank account with a scheduled commercial bank.
5. 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.
6. Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as indicated in the form of TENDER. Failing which shall lead to cancellation of application for Tenderer.
7. 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.
8. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
9. 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 and sealed
10. **Applications containing false or inadequate information are liable for rejection and NABARD reserves the right to blacklist those agencies.** Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process.

Signature, Seal and Stamp of tenderer

INSTRUCTIONS TO THE BIDDERS

1. Intending contractors are required to submit their profile by giving details in the enclosed pro forma about their organization, experience, professional personnel in their organization, competence, etc.
2. The tenders shall be digitally signed by the person/persons on behalf of the organization having necessary Authorization/Power of Attorney to do so. Each page of the application shall be digitally signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).
3. If the space in the pro forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the pro forma and serial number. Separate sheets shall be used for each part of application, if required, with due authentications.
4. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement / completion value of 40% of estimated cost and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
5. The contractor must have qualified and experienced professionals in the respective discipline.
6. The applicant must have successfully completed the work according to the eligibility criteria mentioned.
7. The contractor shall deposit Earnest Money Deposit for an amount of **₹54,000.00** (Rupees Fifty Four Thousand Only) through NEFT/RTGS into our Bank Account as given below:

Payee Name	:	NABARD
Current Account No	:	NABADMN05
Name of the Bank	:	NABARD
IFSC Code	:	NBRD0000002

Note: UTR number is to be indicated for payment made through NEFT/RTGS

8. In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded after successful completion of works. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.
9. The rates for each item as per scope of work shall be quoted by the applicant in the **Price bid to be submitted separately as Part-2.**
10. Price bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.
11. All the pages of the Tender Document shall be digitally signed and duly stamped by the Tenderer.
12. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
13. Bids submitted by unauthorized agents and fax bids shall not be

- entertained/considered.
14. Tenderers are advised to visit the **site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc.** and get all clarifications as necessary from NABARD before quoting the rates.
 15. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer/ representative, the Bill will not be accepted.
 16. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, and machines etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
 17. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
 18. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
 19. Rates should be filled in the Tender neatly and, no correction shall be made quoting for all items in price bid is mandatory, no fields should be left blank. 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 in words shall be taken as correct. Amount quoted in word shall be taken as correct. All the quotes to be rounded off at all stages. If any bidder quotes price without rounding off then NABARD at its liberty to round off the quotes to arrive at the lowest bid.

Scope of Work

1. **Area of work:** NABARD Officers Quarters and Staff Quarters, Chandrasekharpur BDA Colony

2. **Plaster and Scraping-**
 - a) Initial Assessment:
 - Conduct a thorough assessment of the plaster damage to determine the extent and causes of deterioration.
 - Identify any underlying structural issues that need to be addressed

 - b) Materials Procurement:
 - Procure plaster materials that match the existing wall finish in terms of texture and colour.
 - Acquire any necessary additives, bonding agents, or primers for plaster repair.
 - Ensure the availability of appropriate tools and equipment for the job.

 - c) Surface Preparation:
 - Remove loose or damaged plaster from the affected areas.
 - Clean the wall surfaces to ensure proper adhesion of the new plaster.
 - Repair any underlying structural issues, such as leaks or cracks, if applicable.

 - d) Application of Plaster:
 - Prepare plaster mixtures (1:4) according to manufacturer recommendations or project-specific requirements.
 - Apply plaster to the damaged areas, ensuring a consistent and smooth finish.
 - Feather the edges of the new plaster into the existing wall to create a seamless transition.
 - Build up layers if necessary to match the original wall thickness and texture.

 - e) Curing and Drying:
 - Allow the newly applied plaster to cure and dry as per manufacturer guidelines.
 - Implement curing methods, such as damp curing, to prevent cracking and ensure proper hardening.

 - f) Finishing and Texture Matching:
 - Match the texture of the repaired areas to the surrounding wall surface.
 - Blend the colours to achieve a uniform appearance.

 - g) Quality Control and Inspection:
 - Conduct quality control checks to ensure the repaired plaster meets the desired standards.
 - Inspect the finish for any imperfections and make necessary touch-ups.

 - h) Clean up:
 - Remove all debris, dust, and waste materials generated during the repair process.
 - Clean the work area to leave it in a tidy condition.

 - i) Final Inspection and Acceptance:
 - Schedule a final inspection with the client or relevant authorities.
 - Address any concerns or issues raised during the inspection.
 - Obtain final acceptance and sign-off for the project.

3. PCC Flooring (1:4:8)

- a) Site Preparation:
 - Clear the construction area of all debris, vegetation, and other obstacles.
 - Excavate the site to the required depth, ensuring proper slope for drainage.
 - Compact and level the subgrade to provide a firm foundation for the PCC floor.
- b) Materials Procurement:
 - Procure Portland cement conforming to relevant standards.
 - Source aggregates (coarse and fine) that meet project specifications.
 - Obtain water of suitable quality for mixing concrete.
 - Provide any necessary additives or admixtures as specified.
- c) Mixing and Placing Concrete:
 - Prepare concrete mixtures (1:4:8) in accordance with approved mix designs.
 - Transport and place concrete using appropriate equipment.
 - Ensure proper consolidation and compaction of concrete to eliminate voids.
 - Finish the surface to the specified level and smoothness.
- d) Curing:
 - Implement an appropriate curing regimen to prevent cracking and ensure strength development.
 - Use curing compounds, wet curing, or other approved methods as per project specifications.
- e) Expansion and Control Joints:
 - Install expansion and control joints as required to control cracking and movement.
 - Seal joints with suitable materials as per project guidelines.
- f) Quality Control and Testing:
 - Conduct quality control tests on materials and concrete mixes.
 - Monitor the placement process to ensure compliance with specifications.
- g) Protection and Safety:
 - Secure the construction area with appropriate barriers and signage.
 - Implement safety measures to protect workers and the public.
- h) Clean-Up:
 - Remove all construction debris and surplus materials from the site.
 - Clean the finished PCC floor surface.
- i) Final Inspection and Acceptance:
 - Schedule a final inspection with relevant authorities or inspectors.
 - Rectify any defects or issues identified during the inspection.
 - Obtain final acceptance and sign-off for the project.

4. Fencing

- a) Initial Site Assessment:
 - Survey the site to determine the fence layout and dimensions.
 - Identify any potential obstacles or issues that may affect installation.
- b) Materials Procurement:
 - Procure steel RHS sections in the specified size and quantity.

- Acquire all necessary fittings, fasteners, and accessories for the fencing system.
 - Ensure the availability of equipment and tools required for installation.
- c) Site Preparation:
- Clear the construction area of debris, vegetation, and obstacles that may interfere with installation.
 - Ensure proper alignment and marking of fence lines.
- d) Post Installation:
- Set the steel RHS posts at specified intervals along the fence line.
 - Ensure posts are securely anchored, level, and plumb.
 - Use concrete footings or anchor bolts as required for stability.
- e) RHS Section Installation:
- Attach the steel RHS sections horizontally or vertically between the posts, depending on the design.
 - Securely fasten RHS sections to the posts using appropriate fittings and fasteners.
 - Ensure consistent spacing and alignment of sections.
- f) Gate Installation (if applicable):
- Install gates at designated entry points, ensuring proper alignment and security.
 - Attach gate hardware, such as hinges, latches, and locks.
- g) Finishing:
- Paint or apply a protective coating to the steel RHS sections to prevent corrosion, if specified.
 - Address any sharp edges or burrs for safety.
- h) Quality Control and Inspection:
- Conduct quality checks to ensure that all components are installed correctly and securely.
 - Inspect the fence for any defects, misalignments, or issues.
- i) Clean up:
- Remove all construction debris, excess materials, and waste from the site.
 - Leave the site in a clean and tidy condition.
- j) Final Inspection and Acceptance:
- Schedule a final inspection with the client or relevant authorities.
 - Address any concerns or issues raised during the inspection.
 - Obtain final acceptance and sign-off for the project

General Conditions of Contract

1. Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
2. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
3. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
5. The materials, design, and workmanship shall satisfy the relevant Indian Standards and CPWD specifications, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
6. It will be the Contractor's responsibility to bring to the notice of NABARD representative any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.
7. In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the NABARD representative, which will be binding on the Contractor.
8. The location and general information regarding site on which the proposed work is to be executed is furnished in form of tender in Technical Bid page 1 to contractors.
9. Contractor shall acquaint himself with access to site, availability of local facilities such as railway siding, transport facilities, materials and labor and shall provide suitable allowances in his Bid, Contractor's quoted price being firm, it should take into account all expenses likely to arise in this regard.
10. Contractor shall be deemed to have visited site and familiarized himself thoroughly with site conditions before submitting his Bid. Non-familiarity with site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications.

11. SPECIFICATIONS

- i. If specification for an item of work is not covered by CPWD/ BIS specifications or Technical Specifications, the same shall be decided by the NABARD/ Representative and shall be binding on the Contractor.

ii. The NABARD/ Representative shall have the right to cause the Contractor to purchase and use such materials of particular make or from a particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

iii. As and when required by the NABARD, the Contractor shall provide all facilities at site or at manufacturer's works or in approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor. The Contractor shall, when required to do so by the NABARD/Representative, confirm that the materials have been tested in accordance with requirements of the specifications. Proper records to be maintained at site and be made available for verification.

12. Neither the omission by the **NABARD** to test the materials nor the production of manufacturer(s) certificate, etc. shall affect the right of the NABARD to reject, after delivery, the materials found not in accordance with the specifications.

13. GATE PASSES

All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the **NABARD**. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by **NABARD**.

14. CONSTRUCTION SCHEDULE

If at any time, the **NABARD** is of opinion that the Contractor has fallen behind the approved construction schedule, **NABARD** may, without any cost to **NABARD**, require the Contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the Contractor proposes to comply with the construction schedule. Failure of the Contractor to comply with the above will be considered a failure to execute the work with due diligence.

15. ISSUE OF WORKING DRAWINGS

Approved working drawings marked "Good for execution/ construction" shall be issued by **NABARD** to the Contractor progressively during the pendency of the contract. Sufficient quantum of working drawings will be issued at the beginning. The Contractor on this account shall not be entitled to put forth any claim whatsoever.

16. COST OF TRANSPORT OF MATERIALS ISSUED BY OWNER

Cost of transport, loading, unloading etc. from **NABARD's** stores to work site etc., will be on Contractor's account.

17. ROLE OF NABARD

The **NABARD** reserve the right to suspend the work or part thereof at any time for deviation and no claim whatsoever on this account shall be entertained. In case of any clarification the Contractor may appeal to the CGM NABARD whose decision shall be final and binding thereupon.

18. SERVING OF NOTICES

The Contractor shall furnish to **NABARD** the name, designation and address of his authorized Agent for the purpose of service of notice(s) regarding all complaints,

communications and references and shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have reached such address in the ordinary course of post or e-mail on the day on which they were so delivered or left. In the case of contract by partnership firm, any change in the constitution of the firm shall be forthwith informed by the Contractor to the **NABARD**.

19. CONTRACTOR'S GUARANTEE

- a) The Contractor agrees to give the guarantee of his works in the following manner which shall remain valid till the validity of performance guarantee.
- b) All materials incorporated in the work shall be new and both workmanship and materials shall be of good quality.
- c) Should, at a subsequent date, any materials or fittings or workmanship or any element be detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost or shall accept an equitable deduction in the contract price should the **NABARD** deem it inexpedient to correct the work.

20. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK

The Contractor shall be responsible for the manner and the method of executing the work. The work shall be subject to the approval of **NABARD** from time to time for purposes of determination of the question whether the work is executed by the Contractor in accordance with the contract.

21. SUBMISSION OF FINAL BILL

The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:

1. Job completion certificate.
2. No claim certificate on **NABARD**'s prescribed proforma.
3. Site clearance certificate.
4. Performance guarantee duly amended to cover certified maintenance period.
5. Indemnity certificate towards labors payment and all other statutory payments.

No claim shall be entertained after receipt of final bill. In case any claim with regard to the wages of any labor employed by Contractor for the subject job is pending/ reported, **NABARD** shall be fully entitled to withhold payment of final bill pending finalization of such claims.

22. DEFECT LIABILITY PERIOD

Defect Liability Period shall be 5 years from the date of certified Final completion.

23. INCIDENTAL SERVICES

As specified in the special conditions of purchase, the Contractor may be required to provide any or all of the following services:

- i. Supervision of on-Site assembly and/or of the supplied Goods.
- ii. Performance or supervision or maintenance and/ or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this

- Purchase Order, and Price charged by the Contractor for the preceding incidental services, if not included in the contract price for the Goods shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- iii. At the request of NABARD/ Representative, Contractor shall at his expense, dismiss from work and replace any such employee as **NABARD**, may deem incompetent or careless or whose continued employment is deemed inimical to the interest of the **NABARD** or against public interest.
 - iv. Other conditions of work at Site shall be mutually discussed and settled.

24. WORK AND WORKMANSHIP GUARANTEE

- i. Contractor shall make arrangements to provide at no extra charge all temporary approaches to and within the site, after obtaining prior approval of **NABARD** of the layout of such approaches.
- ii. To determine the acceptable standard of workmanship, **NABARD** may order Contractor to execute certain portions of work and services such as wall, flooring, joinery, finishes, roads and the like under the close supervision of **NABARD**. On approval, these items shall be labeled as guiding samples and work shall be executed to conform to these samples. These samples shall be prepared at the cost of Contractor.
- iii. Workmanship shall be in accordance with the specifications, standards and codes which are part of this tender as well as the established engineering practices for this type of work. For any portion of work executed by Contractor and considered defective by **NABARD**, the Contractor shall have to take necessary remedial measures, to the complete satisfaction of **NABARD**, to make the defective good in order at his own cost without any liability to **NABARD**.
- iv. The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because no objection was raised by **NABARD** during the progress of work. The workmanship guarantee period will be 12 months from the date of final completion as a whole, certified by Owner.
- v. If any defects are found due to bad workmanship during this period, the Contractor shall undertake to rectify the same at his cost, most expeditiously. The workmanship guarantee for rectified portion of work shall commence from the date of rectification for a subsequent period of 12 months. The decision of **NABARD** regarding bad workmanship shall be final binding and conclusive. The Contractor shall be required to submit the performance guarantee accordingly.

25. INSTRUCTIONS, DIRECTIONS AND CORRESPONDENCE

- i. The work described in Work Order is to be executed according to the standards, data sheets, tables, Specifications and Drawings attached hereto and/or enclosed with the Work Order itself and according to all conditions both general and specific enclosed with the Work Order, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.
- ii. All instructions and orders to Contractor shall, excepting what is herein provided, be given by **NABARD**.
- iii. All the work shall be carried out under the direction of and to the satisfaction of **NABARD**.
- iv. All communications including technical/commercial clarifications and/or comments shall bear reference to the Work Order /Contract.
- v. Invoice for payment against Work Order /Contract shall be addressed to **NABARD**, Bhubaneswar RO.

vi. The WORK Order/Contract number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.

vii. All correspondence from Contractor shall be forwarded in duplicate (2 copies) to DPSP, NABARD, ODISHA REGIONAL OFFICE, Bhubaneswar-21 (dpsp.bhubaneswar@nabard.org).

viii. Correspondence on technical and commercial matters shall be dealt with in separate letters for each Work Order /Contract and each copy of the letter shall be complete with all Annexure. Wherever possible, correspondence should be through e-mail to the above personnel so as to save time.

26. QUALITY ASSURANCE / QUALITY CONTROL

i. After the award of the contract detailed quality assurance programme shall be prepared by the Contractor for the execution of contract for various works which will be mutually discussed and agreed to.

ii. The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

iii. Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual after award of job. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and completion in all respect till final acceptance by NABARD. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site.

iv. The **NABARD** or their representative shall reserve the right to inspect/ witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

v. In case Contractor fails to follow the instructions of NABARD Representative, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of NABARD Representative.

vi. The Contractor shall adhere to the standard quality assurance system.

27. SUSPENSION OF WORKS

i. The Contractor shall, on receipt of the order in writing of the NABARD Representative, suspend the progress of the Works or any part thereof for such time in such manner or the NABARD representative may consider necessary for any of the following reasons.

a. On account of any default on part of the Contractor, or;

b. For proper execution of the Works or part thereof for reasons other than the default of the Contractor, or;

c. For safety of the Works or part thereof.

ii. The Contractor shall during such suspensions properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the NABARD Representative.

iii. If the suspension is ordered for reasons (b) & (c) in sub-para (a) above: The Contractor shall be entitled to an extension of time equal to the period of every such suspension.

28. SECURITIES OF MATERIALS / EQUIPMENTS ON RENT

- i. Contractor shall be solely responsible for the security of the material at site and NABARD shall not be responsible for any loss/theft of the materials.
- ii. Materials required for the works, whether brought by the Contractor shall be stored by the Contractor only at places approved by NABARD, as storage and safe custody of material shall be responsibility of the Contractor.
- iii. NABARD's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works and the Contractor shall give such facilities as may be required for such inspection and examination.
- iv. The contractor shall be the OWNER of all bought out items and materials and shall be responsible for the safety, security, insurance and care and custody of all the materials lying at site. NABARD will have lien on all the items including those brought by the contractor for the purpose of Erection, testing, and commissioning of the work. For all Equipment/ Materials, the title of Ownership shall pass on to at the time of acceptance of entire work. However, in case of termination of contract the transfer of title shall pass automatically to NABARD.
- v. CONSTRUCTION EQUIPMENT used by the CONTRACTOR and its SUB-CONTRACTORS in connection with the execution of works shall remain the property of CONTRACTOR or its SUB CONTRACTORS. All duties, levies, taxes etc payable on account of CONSTRUCTION EQUIPMENT shall be borne by the CONTRACTOR. CONTRACTOR shall indemnify the NABARD on this count.

29. CONTRACTOR PERSONNEL AT SITE:

- i. List of persons employed by Contractor for the subject work mentioning their residential address shall be submitted to NABARD. In case of any revision, the same shall be informed to NABARD from time-to-time. If required necessary verification from Police / other concerned authorities shall have to be submitted by the contractor.
- ii. The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep NABARD indemnified against all losses, damage and claims arising thereof.
- iii. The personnel engaged by the Contractor shall be subject to security check by the NABARD's security staff while entering/leaving the premises. The contractor & his personnel shall be required to follow the rules and regulations of NABARD in force from time-to-time. The contractor may also be required to provide photo passes to the personnel required by him, for security and safety reasons and furnished the details of the same when asked for.
- iv. No other person except Contractor's authorized representative shall be allowed to enter NABARD premises Contractor shall also not entertain any outsider or extend any service beyond NABARD's premises. Entry of Contractor's persons shall be regulated with proper identity/gate pass.
- v. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to NABARD shall be recovered from the immediate bill of the Contractor.
- vi. Contractor shall provide all necessary tools and tackles, equipment, safety belt, wheel burrow, Scaffolding & Retrofitting/Repairs, ladders, drilling m/c & safety equipment etc. required to carry out job at his cost and material used by Contractor shall be of standard make and approval of NABARD Representative shall be taken for the same.
- vii. NABARD also reserves the right to ask the Contractor to remove particular person(s)

from site with immediate effect if in the opinion of NABARD, his behavior/ performance is not up to the mark and/or found indulging in unlawful activities, Contractor shall immediately comply with such instructions.

viii. It will be the responsibility of contractor's engineer to ensure that their personnel behave in a proper manner and behavior and not to undergo the argument with the employees. It will be the responsibility of the Contractor's Engineer to deal with such complaints or co-ordinate with the NABARD Engineer.

30. TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE/FORGED DOCUMENT:

i. Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

ii. In case, the information / document furnished by the contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, NABARD shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to NABARD under the contract such as forfeiture of Security Deposit, withholding of payment etc.

iii. In case this issue of submission of false document comes to the notice after execution of work, NABARD shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor / bidder shall be blacklisted for future business with NABARD.

31. TERMS OF PAYMENT:

All payments against RA Bills, Final Bill etc., shall be released after submitting duly certified valid Tax Invoice. GST no should be mentioned on Invoice of both employer and contractor.

- i. Running on Account Payment
- ii. 90% against the value of actual work done shall be paid against running bills certified by NABARD representative after recovery of following payments.
 - a. Value of chargeable materials issued by NABARD if any
 - b. Statutory deductions of all taxes & duties, as applicable.
 - c. Any other recovery if becomes due
 - d. Balance 10% shall be released along with final bill.

Payment in RA bills shall be based on quantity of work executed at site (as per the item of work) & verified by **NABARD** as per the item rate in work orders. NABARD is authorized to allow part rate/ reduced rate for any item of work. The NABARD Representative shall specify the reason for the part rate payment in the RA bill. Payment has been made in RA bill for any item of work but later on some defect is noticed NABARD is authorized to disallow the payment in successive bill till rectification of the work.

No advance shall be paid towards mobilization and cost of materials.

- i. 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.
- ii. The Contractor should take necessary Insurance cover (CAR policy – contractor's all risk policy) at his cost for his persons employed at site and for

third party. Policies should be taken in joint names of NABARD and the Contractor for which first name should be NABARD.

- iii. 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.

31. RELEASE OF 1st R/A BILL

Payment will be released against 1st R/A bill only on submission of following documents by contractor

- i. Financial Guarantee for Performance
- ii. Labor License (as per statutory requirements)
- iii. EPF Code Registration number with RPFC/ARPF
- iv. Insurance Contractor All Risk (CAR) Policy
- v. Workmen compensation policy

33. Time Schedule-The WORK shall be executed strictly as per the TIME SCHEDULE. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the NABARD REPRESENTATIVE. A joint program of execution of the WORK will be prepared by the NABARD REPRESENTATIVE and CONTRACTOR based on priority requirement of this project. This program will take into account the time of completion.

34. Weekly construction program will; be drawn up by the NABARD REPRESENTATIVE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction program. The CONTRACTOR shall scrupulously adhere to these targets/programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/program. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the NABARD REPRESENTATIVE will be final and binding on the CONTRACTOR.

35. Priority of Contract Documents Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the NABARD REPRESENTATIVE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- The Contract Agreement;
- The Letter of Acceptance;
- The Instructions to Bidders (ITB);
- Special Conditions of Contract (SCC);
- General Conditions of Contract (GCC)
- Any other document forming part of the Contract.

36. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

37. **DISPUTE IN MODE OF MEASUREMENT:** In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

38. **ROUNDING OF AMOUNTS:** In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to next one rupee shall be reckoned as one rupee.

39. **Lump sum in tender:** The payment against any Lump sum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by NABARD.

40. **Notice of claims for additional payments:** Any additional payment in respect to any work not mentioned in this tender, the prior approval for additional work from the NABARD representative has to be obtained.

41. Completion certificate:

a. **APPLICATION FOR COMPLETION CERTIFICATE:** When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The NABARD REPRESENTATIVE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application thereof from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT. **COMPLETION CERTIFICATE:** Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the NABARD REPRESENTATIVE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all Scaffolding & Retrofitting/Repairs, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the NABARD REPRESENTATIVE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labor and staff colonies are cleared to the satisfaction of the NABARD/ REPRESENTATIVE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the NABARD REPRESENTATIVE may at the expense of the CONTRACTOR remove such Scaffolding & Retrofitting/Repairs, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such Scaffolding & Retrofitting/Repairs or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

b. **COMPLETION CERTIFICATE DOCUMENTS:** For the purpose of Clause 64.0 the following documents will be deemed to form the completion documents:

i) The technical documents according to which the WORK was carried out.

ii) Daily and weekly reports stating/showing therein the modification and correction made during the course of execution and signed by the NABARD/REPRESENTATIVE.

42. COMPLETION CERTIFICATE for embedded and 'covered' up work.

a. Final decision and final certificate: Upon expiry of the period of liability and subject to the NABARD REPRESENTATIVE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the NABARD shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the NABARD REPRESENTATIVE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

b. Certificate and payments on evidence of completion: Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

43. Deductions from the contract price: All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

44. Statutory variations Tenderer should quote prices inclusive of all taxes & duties as applicable on finished product. Any statutory variations in taxes & duties on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to NABARD. However, any increase in the rate of taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to NABARD.

- Demolition/general safety: i) before any demolition work is commenced and also during the progress of the demolition work, all roads and open areas adjacent to the work site shall either be closed or suitably protected. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of 50/64 the building shall be overloaded with debris or materials render it unsafe. All necessary personal safety equipment as considered adequate by the NABARD REPRESENTATIVE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

- Those engaged in welding and cutting works shall be provided with protective face & eyeshield, hand gloves, etc.

- The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above

the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

- No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.
- Suitable face masks should be supplied for use by the workers and shall be worn by the workers and personnel at all times. The contractor shall make necessary arrangements for sanitization equipment, material and safety gears for the COVID protection and prevention.
- All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.
- Outbreak of infectious diseases The CONTRACTOR shall remove from his camp such labor and their families who refuse protective inoculation and vaccination when called upon to do so by the NABARD REPRESENTATIVE's representative. Should Corona, COVID, Cholera, Plague or other infectious diseases break out, the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the NABARD REPRESENTATIVE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.
- Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR from the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath/ normal daily activities of the occupants in the residential colony at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

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, Seal and Stamp of tenderer)

DATE:

ADDRESS: NAME and SEAL

SPECIAL CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be digitally signed and duly stamped by the Tenderer.
3. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.
4. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
5. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
6. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
7. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
8. 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.
9. 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.
10. 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.
11. No advance shall be paid towards mobilization and cost of materials.
12. 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 / family members 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.
13. The Contractor should take necessary Insurance cover (CAR policy – contractor's all risk policy) at his cost for his persons employed at site and for third party. Policies should be taken in joint names of NABARD and the Contractor for which first name should be NABARD.
14. 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.
15. 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
16. 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.
17. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the NABARD's Engineer.
18. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances

warrant such assessment in the overall interest of NABARD.

19. The decision of NABARD in awarding the work shall be final and cannot be subjected to challenge.
20. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons thereof whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
21. NABARD also reserves the right of super session of any of the conditions, stipulated in the Tender Document.
22. Rates quoted by the contractor shall be as indicated in the tender and may be extended further with mutual consent of NABARD and the contractor.

23. 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, Seal and Stamp of tenderer)

DATE: ADDRESS:

NAME and SEAL

ANNEXURE - A
INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri. of
M/sdo hereby execute Indemnity
Bond in favor of National Bank for Agriculture and Rural Development (NABARD), having their
Regional Office , Ankur 2/1, Nayapalli, Bhubaneswar - 751015 and
M/s..... having their office
at on this day of 2023.

*WHEREAS NABARD have appointed M/s. as the Contractor
for their proposed work relating to “Providing Plastering, PCC flooring and Fencing at NABARD
Quarters Buildings at BDA Colony, Chandrasekharpur, Bhubaneswar – 751016”.*

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/shereby do Indemnify, and same harmless NABARD
against and from

- i. 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, 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,
- ii. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
- iii. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
- iv. any act or omission of mine/ours or of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s has set his/their hands
on thisday of 2023.

SIGNED AND DELIVERED BY THE AFORESAID M/s IN THE PRESENCE OF WITNESS:

(1)

(2)

ANNEXURE - B

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:

Address:

Date:

Seal

Signature, Seal and Stamp of tenderer

ANNEXURE - C
PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/service providers for effecting payment with phone nos.

1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account Number	
5	RTGS/NEFT/IFS Code	
6	Type of account (Savings, Current, etc.)	
7	PAN Number	
8	GSTN Number	

Signature Seal & Stamp

Please attach

One original cancelled cheque leaf of the above Bank account and

Copy of PAN Card

Allotment letter/registration letter under GSTN

Copy of address proof/Aadhaar

ANNEXURE – D

ORGANIZATIONAL/FINANCIAL PROFILE OF THE BIDDER

Sl. No.	Particulars	
1	Constitution (Proprietary/Partnership/Private Ltd. /Public Ltd.)	
2	Date of Establishment	
3	Address for Communication Postal Telephone/Mobile Email	
4	Classification	
5	If Joint Venture, then specify names of Partners in the Service Support Co, JV ii)	
6	Others (please specify)	
7	Name(s) of Proprietor(s) / Partner(s) / Directors	Position/Designation
8	Number of Engineers/ Staff familiar with the Product/ Services offered.	
9	Total Number of Employees	
10	Number of locations where Service Support Centers are available.	

Business Figures for 3 years (copies of supporting documents to be enclosed)

Year	Turnover (₹. Lakh)	Net Profit (₹. Lakh)
Current Year		
Last Year		
Year Before Last		

List of reputed major Corporate Customers to whom the similar services were provided: *(Please furnish details in the following format. Important: Indicate the contract details of at least 3 years)*

Name and address of the Customer with phone number	Services Rendered	Year of Supply/Service	Brief details of items supplied/Services rendered	Approx. Value of order (₹)	Whether the Customer is continuing under Warranty/AMC

IT returns for last 3 years (copies to be submitted)

Financial Year	
2018-19	
2019-20	
2020-21	

Signature, Stamp of Vendor/Bidder Name:

ANNEXURE - F

LIST OF PROFESSIONAL STAFF

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

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

* Use separate/additional sheets as per the requirement

Signature of the applicant with full address and office seal

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

ANNEXURE G

SAFETY CONDITIONS OF THE CONTRACT

SAFETY CODE

The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of contractor or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the contractor. The contractor shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

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

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However any lapse in this regard will be viewed seriously.

Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its Officers' and the families of its Officers' residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, cost charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the contractor.

Smoking and chewing pan/ tobacco are prohibited in the Office. As part of the contract, the contractor must satisfy the above mentioned safety requirements and must ensure at all the time that these are followed without any deviation.

Declaration by the Contractor

We / I have read and understood the Safety code for the entire Office premises and, we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Signature of the Bidder with seal

Name and Seal Place:

Date: Address

Price Bid

**Tender Notice for Providing Plastering, PCC flooring and Fencing at NABARD
Quarters Buildings at BDA Colony, Chandrasekharapur, Bhubaneswar – 751016**

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Amount
1	Plastering and Scraping	Scraping and Plastering of the walls with cement mortar 1:4,12 mm thick using P.sand, one coat floated hard & trowelled smooth including curing, scaffolding, cost and conveyance of all materials and all labour charges etc.complete.	1250	Sqm	
2	Waterleak repairs - Exterior walls	Providing and applying external water proofing treatment above FGL with Dr.FIXIT SURESEAL over the existing plastered surface of external walls including surface roughing & hacking by wire brush & hammer, removing any loose particles like paint , dust and loose particles cleaned off and apply first coat of sure seal all over the external wall , apply 2nd coat after 6 hours, perpendicular to the first coat ,the final coat dry for 24 hours etc. complete as per specifications as directed by Engineer-In-Charge. Contractor shall submit sample of waterproofing compound and take approval from EIC before commencement of work etc the rate including cost and onveyance of all materials and labour cahrges , scaffolding charges etc complete.. Allow it to cure for 8 hrs before painting work.	670	Cum	
3	PCC Flooring	PCC (1 : 4 : 8) 120mm depth , 40 mm graded : Cement Concrete(1:4:8) by using 40mm graded hard granite crusher broken chips including all cost, laying of concrete, watering, curing, conveyance, T & P, royalties of all materials, scaffolding & labour charges etc. complete as per direction of Engg.	66	kg	
4	Repairs of cracks	Providing and injecting approved grout in proportion recommended by the manufacturer into cracks/honey-comb area of concrete/masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge. (The payment shall be made on the basis of actual weight of approved grout injected.)Stirrer mixed SBR Polymer (of approved make) modified Cement slurry made with /Shrinkage	300	kg	

		Compensating Cement in concrete/CC work			
5	Renovation	Aluminium Work(Brand-Hindalco or Equivalent),P/F antiskid floor Tiles in bathroom (Brand- kajaria/ jhonson),dismantling of existing Indian toilet and P/F New western toilet, Bathroom fittings(Brand-Kohler, Jaquar,Cera,Perryware or Equivalent), electrical work	2	complete job	
6	Fencing	Supply and fixing of 60x40x3 mm RHS steel sections according to IS Code 800 with proper concrete fixing at the base @6 feet interval of 12 feet height covered with Stainless Steel Sports Ground Polymer Coated Chain Link Fencing, Wire Diameter: 4mm, Height: 12 Ft	128	R-M	
Total					
Total in words					

Note-

1. Rate quoted includes all costs including profit, taxes etc.
2. Any change in quantity the pro-rata will be considered.
3. If there is discrepancy in the rates quoted in words and figures, then the rate indicated in words treated as final.

Accepted all terms & conditions of Price bid

Place :
Date : (Signature of the Tenderer)
Address : Name and Seal