

PART - I

TENDER DOCUMENT FOR

Tender for Design, Engineering, Patterning, Fabrication, Supplying & installation in position of Tensile Membrane Structure for parking shed at NABARD House, Residential Quarters, Bandra Kurla Complex, Mumbai-400051

Tender schedule	
Issue of Tender	06.03.2025
Pre-Bid Meeting	12.03.2025 on 11.00 Hrs.
Last date for submission of Tender	17.03.2025 up-to 15.00 Hrs.
Opening of Technical Bids	18.03.2025 at 15.30 Hrs.
Opening of Price Bid	Will be communicated



NABARD

Department of Premises, Security and Procurement

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

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1.	Price Bid	

REF. NO. NB. DPSP /157588 / Parking Shed/ NABARD House/2024-25

Date: 06.03.2025

M/s

Dear Sir,

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

TENDER for Design, Engineering, Patterning, Fabrication, Supplying & installation in position of Tensile Membrane Structure for parking shed at NABARD House, Residential Quarters, Bandra Kurla Complex, Mumbai-400051

1. NABARD intends to undertake the work of “**Design, Engineering, Patterning, Fabrication, Supply & installation in Position of Tensile Membrane structure for Parking shed at NABARD House Residential Quarters, Bandra Kurla Complex, Mumbai-400051**” and therefore, invite offer from the contractors/firms for the same work. The bidder/System Integrator shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of [CPPP and NABARD Website](#).
2. The interested tenderers can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website [of CPPP](#) only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
3. The tender document is available on NABARD website www.nabard.org and <https://eprocure.gov.in/eprocure/app> for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. EMD of Rs. 20,000/- amount shall be payable.
5. The EMD amount shall be directly credited to NABARD account as detailed below –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD0000002
Account Number	NABADMNo7

6. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
7. MSE registered vendor are exempted for EMD. For this they need to submit valid MSE registered certificate.
8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
9. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD's website www.nabard.org OR Central Public Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app>
10. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in/eprocure/app>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP. In case of any further guidance, help and support while submission of e-bids, vendor may contact CPPP for technical issue for facilitating e-tendering services on CPPP portal. The contact details are mentioned as under:

Contact details for online e-tendering support –

Sr.no.	Contact	E-mail id
1.	Technical Support	support-eproc@nic.in
2.	Tender related query	Abhinov.shukla@nabard.org

11. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login CPPP.
12. **Technical Bid (Part-1) i.e.** shall contain;
 - a. EMD counter-foil OR required MSE and NSIC enlistment certificate
 - b. Notice Inviting Tender
 - c. Form of Tender
 - d. Pre-qualification criteria of the contractors
 - e. Special Instructions to Bidders
 - f. General terms and conditions
 - g. Technical Specifications
 - h. List of approved makes of materials/trade
 - i. Information to be furnished by Contractor (Statement I & II) in support of fulfilling eligibility criteria.
13. **Price Bid (Part-2) shall contain:**
 - a. Duly Priced Schedule of Quantities
14. **Technical bid** will be opened as per schedule given in the CPPP or on any other date as intimated to the bidders through online portal.
15. **Price bid -**
 - a. It should not contain any conditions whatsoever and any conditional bids shall be rejected.
 - b. It will be opened on some suitable date, which will be communicated later.

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

- a. Validity of the tender shall be 90 days from the date of opening of Price Bid.
 - b. Time of Completion: The time of completion for the total project shall be 01 months from the day of issue of work order. The Work shall be carried out in phases.
 - c. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
 - d. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
17. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
18. **A pre-bid meeting has been arranged at site i.e. DPSP , Ground Floor A wing , NABARD Head Office, BKC, Bandra(East) , Mumbai-400101 on 12.03.2025 at 1100 hrs.** in presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid or any other document after pre-bid meeting, if required, and same will be uploaded on website.

Sd/-

R.K.Agrawal
(Dy. General Manager)

2. FORM OF TENDER

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

Date:

Dear Sir,

Design, Engineering, Patterning, Fabrication, Supply & installation in Position of Tensile Membrane structure for Parking shed at NABARD House Residential Quarters, Bandra Kurla Complex, Mumbai-400051

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

2. MEMORANDUM

Subject	Specification
Description of work	TENDER for Design, Engineering, Patterning, Fabrication, Supply & installation in Position of Tensile Membrane structure for Parking shed at NABARD House Residential Quarters, Bandra Kurla Complex, Mumbai-400051
Location	“NABARD House Residential Quarters, Mumbai- 400051”
Earnest Money	Rs. 20,000/-
Time allowed for completion of the work	The time of completion for the total project shall be 01 months from the day of issue of work order.
Defect Liability Period	2 years from the date of virtual completion Certificate as certified by the Bank's Official.
Retention Money Deposit (RMD)	RMD @5% shall be deducted from the Running bill
Security Deposit	Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be 5% of the total value of work executed. No interest will be paid on it.
Clarification	Bidders have to submit the detailed rate analysis with justification, if required by the Bank.
Value of work for interim for payment	Full & Final payment shall be done post completion of work.
Water & Electricity	As far as possible, water and electricity shall be provided by the NABARD. In-case of non-availability, contractor may have to arrange the water & electricity on their own.

Drawings	<p><i>Specimen image of parking shed have been provided in the tender, which indicate the contour/shape of the parking shed. The same is indicative in nature. Contractor is required to provide the design as per the site condition for our approval before commencement of the work. Car shed image shown in the NIT are for general guidance only and are merely for the purpose of indicating nature of work and material involved in fabrication of the shed in general. Contractor are required to submit the detailed drawing for approval before executing the work. Actual sizes, shapes of the component members and dimensions of the shed may vary in the final drawings. Rates quoted by the agency are deemed to be inclusive of fabrication of members of the shed and the shed under the items taken in schedule of quantity including preparation of Shop drawings and nothing extra will be paid. The agency should get approved Shop drawings of the shed before starting fabrication work. If required, contract may have to engage Architect for preparation of detailed 2D/3D drawings and the cost for engagement are required to be factored while quoting the rates for the works.</i></p> <p><i>Detailed design and engineering drawing of structure and foundation drawings duly vetted by any structural consultant will be provided by the agency for approval of the NABARD. Rates quoted by the agency are deemed to be inclusive of the same and nothing extra will be paid.</i></p> <p><i>The contractor shall prepare detail drawing for site measurement. Drawings shall indicate each material, its installation, fixing details, finishing, etc. all in plan, elevation, section and typical details. Shop drawings should be submitted showing the location of each item, dimensioned plans and elevations, large-scale details, attachment devices and other components.</i></p>
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3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

- i) Bank, Branch,, Mumbai
- ii) Bank, Branch,, Mumbai

iii) Type of account: Savings / Current account

iv) Bank Account No. :

v) IFS code of Bank and branch :

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

3. PRE-QUALIFICATION CRITERIA OF THE BIDDER

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

S.No.	Description
1.	<p>The bidder should have experience of executing the supply & installation of Membranous Tensile parking Shed works during the last 5 years as on 05.03.2025. Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies/Corporates (Copies of Purchase Orders and completion certificates as required by Technical Bids received from Government Departments / PSUs / Autonomous Bodies/Corporates during each of the last five years should be enclosed / uploaded with clearly indicating the annual payment given to the bidder.</p> <p>Following documents should be submitted:</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). 2. Completion Certificate (s) OR Copy of duly certified bill (s) / Invoice from client.
2.	<p>Experience of having successfully completed Similar works during last 5 years (ending 05.03.2025) should be either of following:</p> <ol style="list-style-type: none"> a. three similar completed works whose individual work value is costing not less than Rs. 4.00 lakhs. b. two similar completed works whose individual work value is costing not less than Rs. 5.00 Lakhs. c. one similar completed works whose individual work value is costing not less than Rs. 8.00 Lakhs. d. Definition of Similar Works: Experience in successful completion of the work during last 5 years “similar works” for the purpose of qualification: Supply & installation of Membranous Tensile Parking shed.
5.	<p>Proof for the presence of Office set-up in Mumbai, Maharashtra. The bidder should have direct support office at Mumbai Metropolitan Region (MMR)/Thane/Navi-Mumbai. Proof of address of office and the relevant work order/contract document.</p>
6.	<p>Minimum Average Annual Turnover of the bidder (For 3 years) - Rs. 3.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid)</p>
7.	<p>The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.12.2024). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.</p>
8.	<p>Valid MSE/Udyam Aadhar certificate against the Works if seeking exemption from EMD</p>
9.	<p>EMD amount of Rs. 20,000 in case not seeking exemption.</p>
9.	<p>Signed and stamped Integrity Pact on Rs. 200 non-judicial stamp paper</p>

10.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
11.	Copy of GST Registration Certificates
12.	Copy of PAN Card
13.	Copies of Income Tax Return filed for last three financial years ending 31.03.2024
14.	Copies of Annual Turnover details in Rupees at for last three Financial Years ending 31.03.2024 including audited balance sheet and Profit & Loss Account.

4. GENERAL INSTRUCTION TO BIDDERS

1. Instructions to Bidder

The Firm / contractors who have minimum 5 years of experience (ending 05.03.2025) in undertaking similar works of Supply & installation of Membranous Parking Shed and who fulfil the following criteria are eligible to tender :

- Should have carried out minimum 3 similar work during last 5 years (ending 05.03.2025) with contract value (costing individually) not less than Rs. 4.00 Lakhs.
OR
 - Should have carried out minimum 2 similar works during last 5 years (ending 05.03.2025) with contract value (costing individually) not less than Rs. 5.00 Lakhs.
OR
 - Should have carried out minimum 1 similar works during last 5 years (ending 05.03.2025) with contract value (costing individually) not less than Rs. 8.00 Lakhs.
- The tenderers should also have average Annual Turn over of Rs. 3.00 lakh during the last three years ending 31 March 2024 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
 - The contractor/firm must have their registered office in Mumbai / Navi Mumbai and valid registration for GST etc. The contractor shall submit the copies of registration certificates for verification.
 - The tenderers advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
 - The tenderer shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
 - Intending contractors are required to submit their profile by giving details in the enclosed Pro-forma about their Organization, experience, professional personnel in their Organization, competence, etc.

Pre-Bid Meeting

A pre-bid meeting of the intending tenderer will be held at 11:00 hrs on the **12.03.2025 at DPSP 'A' Wing Ground Floor, NABARD Head Office, BKC, Bandra (East)-400051** to clarify any points / doubts raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the points/ conditions/ specifications requiring clarifications shall be given in writing addressed to, The Chief General Manager, DPSP, NABARD HO, Mumbai on dpsp@nabard.org. These issues will be discussed and clarifications if any, will be published on NABARD website. Any such clarifications will form part of the tender. The tenderer are expected to get all

the issues clarified during the above meeting and, should strictly desist from deviating from NABARD's tender conditions/specifications in their tender (Part – I and Part –II)

Submission of Tender

- a. Tenderer are advised to use only the forms issued by NABARD. However, if they desire to submit additional information, they may do so on their own letter head / paper. Each page of the forms shall be signed by the contractor. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature.
- b. Part I - This part shall contain the covering letter, un-priced tender consisting of complete technical specification and commercial terms and conditions. Part I of the tender as submitted shall also contain the following:-
 - Earnest Money Deposit in form of Bank Deposit or MSE certificate in the relevant field if seeking exemption.
 - No extra work/facilities shall be provided by NABARD except those mentioned in the tender document.

c. Part II - Price Bid

- This part shall contain prices in Indian Rupees only as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.
 - This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the tender to complete in all respect.
 - Bills to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
 - The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the completion of work.
- d. Tenderer shall supply all tools, plants, labour and consumables etc. as required for executing the work as per tender.
 - e. **During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and contact his past clients for verification of information given by the applicant. On visiting the site if, committee finds quality of the work executed is not satisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor, if found to be fraud rant/ manipulated/ false/amended, the contractor shall be blacklisted for minimum period of 03 years for working in NABARD.**
 - f. **Deployment of Technical person for supervision/Monitoring:** During the execution of work, contractor must deploy qualified personnel/Technical Person having experience in excuting the similar works. The name and the qualification is also required to be shared before commencement of work.
 - g. **SITE VISIT MANDATORY:** The Bidder may visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing

the Bid and entering into a contract for the said works. The costs of visiting the Site shall be at the Bidder's own expense. Site inspection report duly signed by the Bidder should also be submitted with the tender along with the documents as given below.

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

Site Inspection Report:

This is to certify that M/s.....visited the "NABARD House Residential Quarters, Mumbai -400051, on..... and understood the general working condition and the mode of operations.

Name and Signature _____

- l.** The contractor should submit undertaking/affidavit duly notarized stating that his / their/her firm is not blacklisted in NABARD/ Govt. / Semi-Govt. institutions on Rs. 100/-stamp paper. The undertaking/affidavit should be of latest date and in original.
- m.** The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will render applicant not eligible for qualification of bid without any intimation.
- n.** The duly filled application form shall be uploaded in ***CPPP Website*** after duly filled and signed on each page of tender. Incomplete tender liable to be rejected.
- o.** **Price bid shall be opened of only those contracting firm who are qualified in pre-qualification in response to the application received for this notice.**
- p.** Application containing false and/ or incomplete information is liable for rejection and consequences.
- q.** The application must be submitted in the Pro-forma without editing the text whatsoever. Any Violation of this condition shall render the application invalid. ***[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III].***
- r.** The tenders shall be signed by the person/persons on behalf of the Organization having necessary Authorization/Power of Attorney to do so. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application, if required).
- s.** 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.
- t.** Tenders containing false and/or incomplete information are liable for rejection.
- u.** While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/completion value of **Rs. 3.00 lakhs and above**. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
- v.** The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD.
- w.** The applicant must have successfully completed the work according to the eligibility criteria under pre-qualification criteria.

- x. In case L-1 bidder quotes abnormally low rates the bank may ask such bidder to submit the rate analysis of the item with justification. Failure to which, bid may be considered non-responsive and liable for rejection.**
- y. Water & Electricity supply for work execution:** The client may provide Water & Electricity. In case of non-availability of the same, contractor may arrangement the cost on its own. All the necessary arrangement for electricity points i.e. cable, switch etc. contractor shall provide same.
- z.** The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the e-tendering web-site. Failure to quote any of the items or quoting nill, bid may be considered unresponsive.
- aa.** Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.
- bb.** All the protocols / guidelines related to COVID– 19 or other matters fixed by government to be followed by the contractor at his own cost.
- cc.** Taxes- The prices quoted for the work shall be deemed to have included all taxes, custom duty, excise duty, GST or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, **CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to commence from the 10 days after the date of Work Order from NABARD till the issue of Virtual Completion Certificate.** If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and GST-TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor. The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.
- dd. Validity of Tender-** The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.
- ee. Earnest Money, Initial Security Deposit and Retention Money Deposit**
Earnest Money Deposit The Tender must be accompanied by Earnest Money in the form of Direct Deposit in the Bank through NEFT OR Valid MSE registration certificate. Tender not accompanied by EMD OR Valid MSE registration certificate shall be rejected. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.
- ff. Initial Security Deposit :** The successful tenderer to whom the Contract is awarded shall deposit as initial security deposit of a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money Deposited by him. No interest shall be paid on this security deposit. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or noncompliance with the conditions of the Contract. The initial security deposit amount will be adjusted or included in the retention money as per sub-Clause herein below. The contractor may also submit bank guarantee in lieu of the ISD as per the format enclosed.
- gg. Retention Money Deposit :** Apart from the initial security deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from the bills @ 5% of the gross value of bill amount after adjusting the initial security deposit and claimed in the bill. Provided that the total security deposit, the initial security deposit amount plus the retention amount shall put together not exceed 5% of the Contract

price as determined after considering all variations as approved. On virtual completion of the job, the Employer shall declare the job to be virtually complete and upon this an amount equivalent to 5% of the total contract amount shall be retained by the Employer till the end of the Defects Liability Period (2 years reckoned from the completion of work). All repair costs during aforesaid Defects Liability Period of 1 years shall be borne by the Contractor. If the Contractors do not carry out the rectification work during the Defects Liability Period, then the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the amount so retained.

hh. Lowest Tender Not Necessarily To Be Accepted

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

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

jj. Labor stay at site: No Labor stay is allowed

kk. Signing of Contract Agreement

1. The General instructions to the tenderer and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
2. The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
3. On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.
4. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.

ll. Inspection of materials/work at site

1. NABARD at its discretion may inspect the material at site or elsewhere. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.
2. NABARD's officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any

other place specified by NABARD's officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to NABARD's officials a similar right.

3. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.
4. NABARD's officials carrying out the inspection shall have the power to certify/ accept/ reject as follows :
 - i. Before any material or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
 - ii. To reject any material or parts submitted as not being in accordance with the specification;
 - iii. To reject the whole of the material tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
 - iv. To mark the rejected material with a rejection mark so that it may easily be identified if re-submitted.

mm. Completion Period: Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the day the work order issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme in the form of Bar Chart/PERT which shall be approved by NABARD. The tenderer shall indicate the time schedule as per the broad items of work listed below. The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 10th day of Work Order. Such chart shall include all activities like the date of supply of material at site, completion of work etc., NABARD may provide open space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/ enclosure for lockable storage to be erected by the vendor at his cost and shall be dismantled upon completion of work and all disposed materials to be stacked outside municipal limits by the contractor at his risk and cost.

nn. Insurance: On or before the date of commencement of the contract, the contractor shall take all insurances at his cost covering all kinds of risks till end of defect liability period of the work, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall take at least the following risk related policies:-Contractor's All Risk Policy at 1.25 times of the value of the contract. Workmen compensation policy for all the workmen of the contractor at site. Third party liability policy of Rs.30 lakhs in a year.

Note:

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

that he has paid the necessary premium for keeping the policies valid till the expiry of defect liability period.

- All insurance to be effected by the Contractor, and/or his sub-contractors, or nominated sub-contractors, if any, shall be taken only with any of the Nationalised Insurance Companies approved by NABARD.
- The Contractor has to Add-on covers under this policy, if at all they are not included under the original policy like:
- Clearing and removal of debris; Damage to surrounding property not forming part of the contract work. Maintenance visit / extended maintenance cover to cover accidental loss or damage whilst carrying out any rectification during maintenance period and / or any amount incurred for rectification of such original defects or faults during construction.

oo. Terms of Payment

- a. Full & final payment shall be made after successfully completion of work. Against work done value as certified by the NABARD Officer after taking joint measurement and complied with all other terms and conditions.
- b. Final bill shall be released after complete measurement along with issuance of VCC, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
- c. The Bank will recover 5% amount in first paid bill towards Retention Money Deposit.
- d. No payment will be made without valid insurance policies.

Other Issues

- The Contractor shall carry out all the work strictly in accordance with the instructions of NABARD's officers. If in the opinion of NABARD's Officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of NABARD, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.
- A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD.
- The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.
- The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works.

NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

- The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
- The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
- The work has to be carried out in Residential premises and, therefore, may have to be carried out during restricted hours / Saturdays / Sundays / NABARD's holidays etc. so that resident does not get affected.
- The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD.
- **Contract Agreement:** The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- **Confidentiality:** The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the written permission of NABARD.

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

Signature of Witness with date
Address-----

Signature of tenderer with date
Address -----

5. SPECIAL INSTRUCTIONS TO BIDDERS

- a. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the site and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
- b. The rates quoted in the tender shall include all charges for scaffolding, centring, hire charges for any tools and plants, sheds for material, marking out and clearing of site etc. as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **Tenderers must include in their rates GST and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable.** No claim in respect of GST or other tax duty or levy shall be entertained by the Employer.
- c. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
- d. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in relevant clause of the Conditions of Contract. The tenderer shall before commence work prepare a detailed work programme and submit the same within 10 days from the award of work.
- e. ***Drawings: Specimen drawing have been provided in the tender, which indicate the contour/shape of the parking shed. The same is indicative in nature. Contractor is required to provide the design as per the site condition for our approval before commencement of the work.***
- f. Tenders will be considered only from bonafide eligible contractors.
- g. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- h. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
- i. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- j. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

CONTRACTOR'S LIABILITY AND INSURANCE: From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

- a. For the purpose of this condition, the expression “from the commencement to completion of work” shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.
- b. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, **for their full value provided under this contract, increased by 25% of the contract value** against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in instalments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.
- c. If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.
- d. **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.
- e. **Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of**

life or injury to any personnel in the Employment of Contractor/sub-Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/ nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

- f. The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.
- g. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.
- h. If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- i. **All insurance to be effected by the Contractor, shall be taken only with any of the Nationalized Insurance Companies approved by the Employer.**
- j. We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.
- k. **SCHEDULE OF QUANTITIES:** The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Bank's Officer and shall be considered to be approximate and no liability shall attach to the Bank's Officer for any error that may be discovered therein.
- l. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender

for the works, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

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

n. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES**

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Bank's Engineer and pay to such Authority, or to any Public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank's Engineer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank's Engineer, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

- o. **MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:** All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other vouchers to prove that the

materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Officer and NABARD may require. The Specifications shall wherever not mention in the tender be taken in accordance with the latest CPWD Specifications and its latest revision or BIS, if any. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

- p. **SETTING OUT :** The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank's Officer and NABARD. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon, to the satisfaction of the Bank's Officer and NABARD. The Bank's Officer and/or his representatives shall from time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.
- q. **CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS:** The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank's Officer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Bank's Officer or his representative whenever required if demanded by NABARD.

The Contractor shall maintain and be represented on site by qualified site supervisor, having sufficient experience in the said field, at all times while the work is in progress, details of the Site Supervisor must be shared prior commencement of the work. The site Supervisor must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Officer to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer should be able to read, write and speak English.

- r. **DISMISSAL OF WORKMEN:** The Contractor shall on the request of the Bank's Officer immediately dismiss from the works any person Employed there-on who may, in the opinion of the NABARD, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Bank's Officer.
- s. **ACCESS TO WORKS:** The Bank's Officer and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank's Officer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank's Officer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place

other than the site of the works, the Contractor shall obtain the written permission of the Bank's Officer for doing so.

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

u. **PRICES FOR EXTRAS ETC. ASCERTAINMENT OF**

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

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

- v. **REMOVAL OF DEFECTIVE WORK AND MATERIALS :** The Bank's Officer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Bank's Engineer are not in accordance with the specifications or the instructions of the Bank's Officer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be

recoverable from him on behalf of the Employer or may be deducted by the Bank's Officer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank's Officer in consultation with the Bank's Officer may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

- w. **DEFECTS AFTER COMPLETION** :Any defect may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of three years after the Virtual Completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Bank's Officer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Bank's Officer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor.

x. **DELAY AND EXTENSION OF TIME**

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

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

y. Keeping Site Clean

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

z. Avoidance of Nuisance

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

aa. Mobilization Advance

No advance payment shall be made.

bb. Terms of Payment

- a. No advance payment.
- b. Full & final payment shall be paid post completion of work, subject to retaining 5% under Retention Money Deposit.
- c. The bill shall be released after complete measurement along with issuance of VCC by the Bank and approved by the Bank, after obtaining approvals / certification from bank's authorities as required for usage of the system and after issue of VCC.
- d. The Bidder has to submit the RMD of 5 % of the work order.

DECLARATION BY THE CONTRACTOR

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

(SEAL & SIGNATURE OF THE TENDERER)

Place:

ADDRESS:

DATE:

6. SCOPE OF WORKS

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

- i. **Preparation of Drawings:** Drawings shown in the NIT are for general guidance only and are merely for the purpose of indicating nature of work and material involved in fabrication of the shed in general. Contractor are required to submit the detailed drawing for approval before executing the work. Actual sizes, shapes of the component members and dimensions of the shed may vary in the final drawings. Rates quoted by the agency are deemed to be inclusive of fabrication of members of the shed and the shed under the items taken in schedule of quantity including preparation of Shop drawings and nothing extra will be paid. The agency should get approved Shop drawings of the shed before starting fabrication work. Fabrication shall confirm to IS:800 and relevant clauses of Technical Specifications and approved drawings. All inspection/ Testing of Material, Welding, Painting etc. shall be as per Technical Specification provided by department. Cold Form Member should conform to provisions of IS:801-1975. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- ii. Any discrepancy in or divergence between the Drawings or between the schedule of quantities and/or drawings and/or specifications.
- iii. The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof.
- iv. The removal and/or re-execution of any works executed by the Contractor.
- v. The postponement of any work to be executed under the provisions of this Contract.
- vi. The dismissal from the works of any person employed thereupon.
- vii. The opening up for inspection of any work covered up.
- viii. The amending and making good of any defects.
- ix. Coordination of work with other agencies.
- x. The employer shall have a right to add any extra item of work and increase or decrease the quantity of work from the scope of contract and contractor shall be binding to execute the work as per the methodology for deciding the rates for the work in tender.
- xi. The employer shall have a right to delete/decrease/reduce any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- xii. It shall be contractor's responsibility to maintain the installation installed by him during the Defects Liability Period without any extra cost.
- xiii. **Preparation of detailed 2D & 3D drawings of Membranous Car Parking Shed as per the site condition and submit the same to NABARD for approval before commencing the work.**
- xiv. **Dismantling:** Dismantling existing flooring with backing cement plaster Removal of all debris and disposal of all Malwa during execution job. While quoting the cost for dismantling, the rate disposing the waste to be applicable in urban dumping areas.
- xv. **MATERIAL :** Material received at site shall be of approved quantity/Quality and with marking. Without approval no material shall be ordered. Received material shall be handled with due care to protect against any harmful loading, unloading shifting,

- storing. Place of store shall be well ventilated, dry and covered to prevent damping and moisture contamination.
- xvi. The contractor shall forthwith comply with and duly execute any work comprised in such NABARD instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the NABARD shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Bank's Engineer such shall be deemed to be the NABARD instructions within the scope of the contract.
 - xvii. Where extra work cannot properly be measured and valued the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the NABARD and the materials deployed, shall be delivered for verification to the NABARD not later than the end of the week following that in which the work has been executed.
 - xviii. If the contractor fails to comply with NABARD instruction within a fortnight after the written notice from the NABARD requiring compliance with such instructions, the Bank through the NABARD may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.
 - xix. For the purpose of entering day to day instructions by the NABARD, the contractor shall maintain at his own cost, a '**Site Instruction Book**' in quadruplicate in which the instructions will be entered by NABARD.
 - xx. Instruction to the Contractor shall be generally issued through NABARD. However, NABARD or client for the sake of urgency as a result of inspection may issue some instructions directly with the knowledge of the NABARD who should ratify the same properly.

DECLARATION BY THE CONTRACTOR

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

Seal and Signature of the contractor

Place:

Date:

TECHNICAL SPECIFICATIONS

1.0 General:

- A. All work shall be done strictly according to the items described in the schedule of quantities & rates and as per latest applicable CPWD specifications or latest BIS Codes. In the event of any item not finding a place in C.P.W.D. specification or in BIS codes, the matter will be referred to the NABARD for decision. The decision of NABARD shall be final regarding the specifications to be adopted. All Standards, codes, Technical Specifications, Codes of Practice referred to shall be of the latest editions including all applicable official amendments and revisions whether such reference has been made or not.
- B. Testing of materials / works shall be carried out as per latest CPWD specification / BIS codes from approved test laboratory. The contractor shall carry out all such tests at his own cost & time. The nos. of samples to be submitted for testing and the frequency of testing shall be as specified in the specifications / standards or codes.
- C. All the works shall be carried out in accordance with direction, specifications, description of item in schedule of quantities or as per the direction of NABARD to his full satisfaction. If the substitution of any approved / specified material and make, due to its non – availability, with an alternative one, becomes necessary, the agency must get specific approval of the same before placing order for purchase of materials.
- D. Providing and operating necessary measuring and testing devices and materials are included in the Contractor's scope of work. The quoted price shall be inclusive of the cost of all such tests, which are required to ensure achievement of specified quality. No separate payment for testing shall be made.
- E. All finished work must be truly vertical & horizontal or in any other plane as specified. The rates quoted by the agency must include the cost for taking necessary measures to achieve it.
- F. Any scaffolding used shall be of double vertical supports and no portion of scaffolding shall touch the wall surface.
- G. The workmanship is to be the best available and of a high standard. Use must be made of special trades men in all aspects of the work and allowance must be made in the rates for so doing. Contractor shall maintain uniform quality and consistency in workmanship throughout.
- H. Any work not conforming to specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost to the employer.
- I. Rates quoted for the items shall be valid for carrying out the item of work at any and / or all floor heights.
- J. Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed by the contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding. Only steel shuttering, unless otherwise specified, with suitably designed steel frame supporting system is to be used in the work. The contractor shall ensure that there shall be no leakage at form work joints and there shall be no movement at joints or bending of the formwork under pressure of the concrete. Nothing extra shall be paid on this account.

K. **MATERIAL** : Material received at site shall be of approved quantity/Quality and with marking. Without approval no material shall be ordered. Received material shall be handled with due care to protect against any harmful loading, unloading shifting, storing. Place of store shall be well ventilated, dry and covered to prevent damping and moisture contamination.

- i. **Cement** : Agency shall procure 43 Grade OPC conforming to IS: 8112/ PPC conforming to IS: 1489 (Part-1) as required in the work from cement manufacturers mentioned in the list of Preferred makes for civil works or from any other reputed cement manufacturer having a production capacity not less than 1 million tons per annum as approved by SE, CPWD, Jalandhar. Uses of GGBS/ Fly Ash with OPC is permitted.
- ii. **Steel Reinforcement Bars** :The CPWD/ Contractor shall/ procure IS marked TMT bars of various grades from The Steel Manufacturers such as SAIL, TATA steel Ltd., RINL, Jindal Steel & Power Ltd, JSW steel Ltd. or their authorized dealers having valid BIS license for IS: 1786-2008 (further Amendment).
- iii. **STRUCTURAL STEEL WORK:**
 - a. **General:** Drawings shown in the NIT are for general guidance only and are merely for the purpose of indicating nature of work and material involved in fabrication of the shed in general. Contractor are required to submit the detailed drawing for approval before executing the work. Actual sizes, shapes of the component members and dimensions of the shed may vary in the final drawings. Rates quoted by the agency are deemed to be inclusive of fabrication of members of the shed and the shed under the items taken in schedule of quantity including preparation of Shop drawings and nothing extra will be paid.
 - b. The agency should get approved Shop drawings of the shed before starting fabrication work.
 - c. Fabrication shall conform to IS:800 and relevant clauses of Technical Specifications and approved drawings. All inspection/ Testing of Material, Welding, Painting etc. shall be as per Technical Specification provided by department. Cold Form Member should conform to provisions of IS:801-1975
 - d. **Nuts and Bolts:** Anchor Bolts shall be of 4.6 Grade. All high strength structural bolts shall be of Property Class 8.8 and Product Grade-C conforming to IS:1367. Refer GA Drawing for size of bolts to connect different member if not mentioned minimum Bolt of H-16 to be provided. All cold form bolts are H-Bolt (Grade-8.8) minimum Bolt should be H-12. All built-up bolts are HSFG (Grade-8.8) minimum Bolt should be H-16. All column base plate holes are to be 6mm more than there anchor bolt dia. All connection plate holes are to be 2mm more than there bolt dia. All stiffeners of base plate 250mm height and 10mm thickness. For base plate and anchor bolt size to be as per approved drawings.
 - e. **Material:** All structural components other than purlin and side cladding runner shall be made from plates with grade having minimum yield strength of 350 Mpa. Purlin and side runner shall be made from cold formed section out of material conforming to grade of IS:1079.
 - f. **Welding:** Minimum welding thickness should be 6mm unless otherwise noted. All weld connection detail should be as per approved GA Drawing and should be as per the approved connection detail. Weld should be double side & throughout. Stiffener

should be all around weld. All butt welds shall be full penetration butt welds. All welds shall be continuous. The minimum size of the fillet weld shall be 6mm. Connection of base plate and associated stiffness with the columns shall be as per the approved GA.

iv. STRUCTURAL STEEL AND PRE-STRESSED TENSILE FABRIC MEMBRANE WORK:

- a. ***Detailed design and engineering drawing of structure and foundation drawings duly vetted by any structural consultant will be provided by the agency for approval of the NABARD. Rates quoted by the agency are deemed to be inclusive of the same and nothing extra will be paid.***
- b. All structural steel work for the parking sheds shall be factory made. The fabricator should be authorised by the fabric manufacturer.
- c. Prestressed Tensile membrane fabric structure in desired profile as per approved drawings all fittings and fixtures such as galvanised MS strands/ Cables with stainless steel End terminals complete shall have Warranty of 10 years. 5% of cost of the entire work Pre-stressed Tensile membrane fabric structure and steel work will be retained as additional security and amount so deducted would be released after 2 years to be reckoned from the date of completion of entire work under the agreement, if performance found satisfactory.
- d. **Fasteners:** All fixing anchor, bolts, screws, nuts, washers or other miscellaneous anchoring / fixing devices shall be of non-magnetic stainless steel and approved by NABARD and shall provide adequate strength.
- e. **Shop Drawings :** The contractor shall prepare detail drawing for site measurement. Drawings shall indicate each material, its installation, fixing details, finishing, etc. all in plan, elevation, section and typical details. Shop drawings should be submitted showing the location of each item, dimensioned plans and elevations, large-scale details, attachment devices and other components.
- f. Fabrication shall be plumb, straight and level. Surfaces shall be milled plane and finished smooth. For jointing prepare clean cutout and house / joined in best manner using approved adhesive and concealed pins/screws. Joints shall be fitted with due accuracy and hairline tight. Work to be installed and fitted in contact of adjoining concrete / masonry shall be fabricated with due allowance for site adjustments but within acceptable tolerances. Fabrication and assembly shall be completed as far as possible in work shop. Prepared items shall be marked prior to shifting for perfect level, align and fix at site. Prior to start of any fabrication actual site measurements shall be taken and detail shop drawing corrected accordingly with approval of the NABARD. All work shall be finished free from runs, sags or other visual defects. Surface preparation shall be as per IS code of practice or ready to receive specified finish. Supervision and workmen employed shall be experienced in field of works and shall be able to guarantee workmanship and finish of standards as established and approved by the NABARD. Items specified from specific manufacturer with code no. and of approved manufacturer shall be with quality assurance certificate from manufacturer. The installation should be done by an experienced installer who has completed architectural work similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in service performance.

- g. Repair and replace all defective work prior to final inspection. Prior to final inspection by the NABARD the contractor to check to ensure proper operations, finish and surroundings. The approval of work do not relieve the contractor of his liability to maintain to defects liability period at contractor 's cost. Upon completion of work, the contractor shall remove all adhesive from the floors, glass and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature, not caused by others, and leave this part of the work in clean, orderly and acceptable conditions. All paints / polish shall have VOC within limit as specified in Tender Documents as per Green Building requirements. Paints used in the works shall conform to the respective IS or equivalent, other international standard (if specially specified) and code of practices. These shall be the latest revised.
- h. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD. The bidder shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.



Photographs is indicative in nature only in order to guide the contractor for further designing the Car Parking Shed as per the site condition before execution of work (Detailed ***design and engineering drawing of structure and foundation drawings duly vetted by any structural consultant will be provided by the agency for approval of the NABARD. Rates quoted by the agency are deemed to be inclusive of the same and nothing extra will be paid.***)

v. Mode Of Measurements

- a. Payment shall be made as per the plan area covered of Membranous Tensile Car Parking shed.

vi. Rate:

- b. The rate shall include the cost of all materials and labour involved in all the operations described above. All civil works like chipping, making good the damages, drilling holes in walls etc., are to be done by the contractor only.

vii. LIST OF APPROVED MAKES OF MATERIALS / TRADE

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

S No.	Material	Brand
1.	Interior Acrylic emulsion	Premium Emulsion of Asian Paint and Beauty Gold washable emulsion of Nerolac or equivalent
2.	Wall putty	Birla white / J.K. white or equivalent
3.	Synthetic Texture	ICI Dulux, Goodlac Nerolac, Asian paints or equivalent
4.	Elastic crack filling compound	Specified / Prescribed by the manufacturer viz. M/s. Sunanda specialty coatings pvt. ltd / M/s. Asian Paints / M/s. Nerolac / M/s. Dr. FIXIT / M/s. ICI Dulux or other approved equivalent make (like of M/s Choksi, M/s Sika)
5.	Silicon Sealant	M/s Dow Corning / M/s Sunanda specialty coating/ Dr. Fixit/ M/s Choksey Chemical or other approved equivalent
6.	Polymer latex	Sunanda / Monoband / RBR / SIKA or equivalent
7.	Cement	ACC / Ambuja / L&T / Sankar / Ramco / Coromandel or equivalent
8.	Sand	Vaitrana river sand or equivalent
9.	White CEMENT	Birla White, JK or equivalent
10.	Rust Passivator	Ruskil / Rusticide or equivalent
11.	Super Plasticiser	Supercon 100/ Conplast 211 or equivalent
12.	Water Proofing Compound	CICO / Algiproof /Impermo/ Fosroc/Dr. Fixit/Roff/Sunanda or equivalent
13.	Plywood	Confirming to IS : 710. Century Club prime or equivalent in Green ply, Kit ply, Mayur ply, Prince ply

14.	Screws	GKW ,Nettlefold
15.	Adhesives	Movicol / Fevicol Sh / Araldite
16.	MS Conduits	Gupta / Bharat
17.	Stainless Steel Fittings	GODREJ, HETTICH, HAFELE, DORMA, YALE, GEZE
18.	FRAMELESS GLAZING WITH SS PATCH FITTINGS	DORMA, ASSA ABLOY, GEZE, D-LINE
19.	ALUMINIUM SECTIONS	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.
20.	WATER REPELLANT SILANE CHEMICAL	PIDILITE, FERROUS CRETE, ARDEX ENDURA
21.	DUCTILE IRON PIPES & FITTINGS	JINDAL SAW LTD, ELECTRO STEEL, CHANDRANCHAL INFRA, ELECTROTHERAM
22.	STAINLESS STEEL PIPES & FITTINGS	JINDAL STAINLESS STEEL, OM STEEL GROUP, V STEEL, VIEGA, RAMPART INDIA PVT. LTD.,
23.	GI FITTINGS	UNIK, AVR, ZOLOTO, SANT, HBI, C-BRAND, NVR
24.	STEEL PRIMER*	NEROLAC, BERGER, ASIAN PAINTS, ICI
25.	DASH/ ANCHORING FASTENERS, BOLTS, SCREWS AND NUTS.	HILTI , FISCHER, CKW, ATUL, PRIYA, WURTH
26.	STEEL TUBES FOR STRUCTURAL STEEL	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
27.	HOLLOW STEEL SECTIONS	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
28.	STRUCTURAL STEEL SUCH AS MS FLATS,	SAIL, TATA STEEL, RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.

	SQ.BARS ANGLES ETC.	
29.	Membrane Fabric	900 GSM Mehler technologies Valmex Type III, Serge Ferrari TX30 Type III white in color

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

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

SAMPLES FOR APPROVAL

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

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

Date :

Seal & Signature of the Contractor

Place :

8. SAFETY PRECAUTIONS

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

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

Date:

Signature of tenderer

Place:

Name, Address & Seal

9. Information to be furnished by the Bidder:

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organizational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important major contracts completed (value of the contracts having individual value of Rs. 24.00 lakhs and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed pro-forma (Statement II)
7	Important major contracts (value of the contracts having individual value of Rs. 24 lakhs and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed pro-forma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2024). Copy of IT return for the last 3 years may be furnished.	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

Note: Statements I, II & III are enclosed.

STATEMENT - I

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

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

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

Signature of the applicant with full address and office seal

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

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

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 3.00 lakhs and above only.

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

Signature of the applicant with full address and office seal

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

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 3.00 lakhs and above only.

*** Attach client's certificates

Signature of the applicant with full address and office seal

10. ARTICLES OF AGREEMENT

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

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

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

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for carrying out the work of “.....” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.

- 7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at it's sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.
- 8. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
- 9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within **01 Months** as prescribed in the tender, which shall be reckoned from the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
- 10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
- 11. That the all parts of this contract have been read and fully understood by the tenderer.

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

Signature Clause

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 _____

Seal & Signature of the Contractor

SIGNED AND DELIVERED by the Bidder

(Name, Signature & Designation)

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

11. INDEMNITY BOND

12. Format of VIRTUAL COMPLETION CERTIFICATE

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

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

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

Signature of the Contractor:

Place :

Date :

Name :

Address :

Seal :

14. Proforma of EMD credit details

TENDER for Design, Engineering, Patterning, Fabrication, Supply & installation in Position of Tensile Membrane structure for Parking shed at NABARD House Residential Quarters, Bandra Kurla Complex, Mumbai-400051

(EMD details to be filled by bidders)

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD00000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

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

Date:

Place:

Signature with seal:

15.Pro-forma of furnishing the Payment details

Tender for Design, Engineering, Patterning, Fabrication, Supply & installation in Position of Tensile Membrane structure for Parking shed at NABARD House Residential Quarters, Bandra Kurla Complex, Mumbai-400051

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

Name of the Agency:

Date:

Place:

Signature with seal: