

Tender for the work of
Waterproofing of underground storage water tank at NABARD's
Officers and Staff Quarters at Damodar Park, Ghatkopar, Mumbai



Department of Premises, Security and Procurement,
NABARD Head Office, Gr. Floor, A-Wing, C-24, G- Block,
Bandra Kurla Complex, Bandra (E), Mumbai-400051

Date of issue of tender document	06 April 2023
Due date and time for submission of tenders	12 April 2023 @ 2.00 PM
Date and time of opening technical bids	12 April @ 3.00 PM
Estimated Cost of works	Rs. 3,45,384.00/-
Earnest Money Deposit (EMD)	Rs. 7,000.00/- (by way of online transfer only)
Date and time of opening of price bids	Will be communicated to qualified bidders

Name of the Bidder	
Address of the Bidder	
Contact Person & Mobile/ Telephone No.	

TECHNICAL BID

(PART-I)

I. NOTICE INVITING TENDER

Ref. No. NB.DPSP/ Premises/ Ghatkopar DP- Water-Tank Repair/ 80 / 2022-23

Date: 06 April 2023

Dear Sir,

Tender for the work of Waterproofing of underground storage water tank at NABARD's Officers and Staff Quarters at Damodar Park, Ghatkopar, Mumbai

1. Sealed quotations in prescribed format are invited for waterproofing of underground water storage tank at NABARD's officers and staff quarter at Damodar Park, Ghatkopar, Mumbai as per the terms and conditions stipulated in the tender document.
2. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be submitted separately in two sealed envelopes, duly furnishing all the required information. These two separate sealed envelopes should be super-scribed as "Technical Bid (Part-I)" and "Price Bid (Part-II)" respectively.
3. The two envelopes (Part-I & Part-II) should be inserted in another sealed envelope which should be super-scribed as **"Tender for the work of Waterproofing of underground storage water tank at NABARD's Officers and Staff Quarters at Damodar Park, Ghatkopar, Mumbai"** and should be addressed to "The Chief General Manager, DPSP, National Bank for Agriculture and Rural Development, C-24, G-Block, Ground Floor, A-wing, BKC, Bandra(E), Mumbai - 400051", so as to reach this office latest by 2:00 PM on 12 April 2023.
4. The tenders shall be submitted in 'Original' to the Bank. All pages of the tender document and additional/ supporting documents enclosed shall necessarily be self-attested.
5. Envelope No.1 will be opened on the same day (last day of receipt of tender) or on any other date as intimated to the bidders at 1500 Hrs. in the presence of bidders' representatives, should they choose to be present.

6. Envelope No.2 should not contain any conditions whatsoever and any conditional bids shall be rejected.
7. Envelope No.2 will be opened on some suitable date, which will be communicated later in presence of bidders' representatives, should they choose to be present (for technically qualified bidders only).
8. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Envelope No.2.
9. The Earnest Money Deposit is to be submitted only through online transfer of funds, before the submission of the tender, to the account number given below. EMD submitted through any other mode of payment shall not be accepted.

Name of the Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Bank Name	NABARD
Branch Name	HEAD OFFICE , MUMBAI
IFS code	NBRD0000002
Account Number	NABADMN07

10. EMD of unsuccessful bidders shall be refunded in due course of time. EMD of successful bidder shall be converted to SD, forming a total of 5% of actual value of work executed or rates quoted, whichever is higher. 5% RMD shall be recovered from all the bill(s) of the contractor, until the threshold is reached. 50% of the SD shall be refunded after virtual completion of works. The rest 50% SD shall be refunded only after completion of DLP of 60 months (calculated from the date of virtual completion).
11. The bid which is not accompanied by the EMD shall be called 'Non-Bona fide Bid' and such bid shall not be considered and shall be returned un-opened.
12. **Time of Completion:** The time of completion of the project shall be 60 days reckoned from 10th day of the date of issue of work order.
13. **Liquidated Damages:** The quantum of liquidated damages per week shall be 0.25% of the actual cost of work, subject to a maximum of 5% of the accepted tender amount. The fraction of a week's delay will be taken as a delay of one week.
14. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper of Rs.200/- or more, in accordance with the standard format

enclosed (Articles Of Agreement); within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

15. The bidders are advised to conduct a site survey and satisfy themselves about the overall feasibility of work.

16. Tenders received later than the time and date prescribed, because of any reason whatsoever as also telegraphic and faxed tenders shall not be considered.

17. NABARD reserves the right to accept or reject any/all tender in part or whole of any firm/firms without assigning any reasons for doing so.

Yours faithfully,

(A K Pittan)

Deputy General Manager

II. FORM OF TENDER

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

Date:-

Dear Sir,

Tender for the work of Waterproofing of underground storage water tank at NABARD's Officers and Staff Quarters at Damodar Park, Ghatkopar, Mumbai

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

S. No.	Subject	Specification
I	Description of work	Tender for the work of Waterproofing of underground storage water tank at NABARD's Officers and Staff Quarters at Damodar Park, Ghatkopar, Mumbai
II	Estimated Cost	Rs. 3,45,384.00/-
III	Earnest Money Deposit (EMD)	Rs. 7,000.00/-
IV	Time allowed for completion of the work	The time allowed for completion of total project is 60 days reckoned from the 10th day of the date of issue of work order.
V	Retention Money Deposit (RMD)/ Security Deposit (SD)	5 % of the gross value of entire work.

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

4. I/We agree to pay Government all applicable taxes prevailing from time to time.

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)

Yours faithfully,

Signature of Tenderer with Seal

III. GENERAL CONDITIONS OF CONTRACT

1. Bidders who are declared qualified in the Technical Bid stage (as per the pre-qualification criteria laid down in the tender document) shall only be considered for opening of Price Bids.
2. Before submitting the tender, the intending bidder should visit the sites and assess the actual work to be executed.
3. The agency will provide required manpower and material to ensure that all the items indicated in the price bid are attended to and executed to the satisfaction of the Bank.
4. The rates quoted by the agency for the work shall have to include all the costs except GST. GST should be shown separately in the price bid.
5. The rates quoted are firm and cannot be revised during the contract period.
6. The materials to be used should be duly certified by the competent authority to be non-toxic and safe for human use and must not have any adverse health effect.
7. Statutory TDS at the applicable rate shall be effected from all the payments by NABARD to the agency.
8. The successful bidder, in no case, shall assign or sublet the whole work or part thereof to any other agency/firm/individual.
9. The work should be executed strictly as per the instructions of the officials of NABARD overseeing the execution of work. The specifications are indicative only. There may be some variation depending on the ground situation during actual execution and achieving better aesthetics and payment shall be made proportionately according to the actual specifications/measurement. The bidding agencies may also specify other components which may add to the quality and aesthetics of the work and quote their rates for it in additional sheets.
10. The scrap during the repair works must be cleared by the agency/ contractor and disposed off without any additional cost to NABARD.
11. **Payment Terms:** 100 % of the actual value of works shall become payable on successful completion of the work (subject to submission of measurement sheets duly attested). No interim payments/ mobilization advances shall be admitted.

All payments will be made through NEFT/RTGS only after deduction of statutory TDS like ITTDS, GST TDS, etc. *The bidding agency must have a valid bank account and PAN Card, GST regd. No., and documentary proof of which shall have to be submitted along with the tender.*

12. The agency becoming successful bidder shall be required to keep an interest free security deposit of @ 5% of the actual value of works or quoted amount (whichever is higher) until completion of the DLP. NABARD, reserves the right to forfeit the security deposit, in whole or part, in the event of deficient or non-performance of the contract, premature exit from the contract without following the prescribed procedure, any damage caused to NABARD by the contractor or the persons engaged by him violate any of the terms and conditions of the contract; NABARD's decision is final in this matter.
13. NABARD reserves the right to cancel any/all of the quotations without assigning any reason therefor.
14. Dispute Resolution: In case of any dispute arising out of this contract/award of work between the NABARD and the agency, the decision of the Chief General Manager, DPSP, NABARD Head Office, Mumbai will be final and binding on the contractor. All disputes are subject to Mumbai jurisdiction only.
15. Termination of the Contract: The agreement can be terminated by serving with immediate notice to the contractor if the work executed is found to be substandard and the contractor does not comply with the specification of works.
16. The sum total of the rates quoted (including all applicable taxes/ cess / levies, etc.) for all the components shall be reckoned for comparing the lowest rate for awarding the tender. In case of tie in rates quoted by various bidders, the decision of the competent authority of NABARD for awarding the contract as per its procurement policy to one of such parties shall be final.
17. In case the lowest tendered amount of two or more tenders is the same, such lowest tenderers will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below the tendered amount including all sub sections/sub heads, as the case may be, but the revised percentage quoted above/ below the tendered amount or on each sub section/ sub head should not be higher than the percentage/ amount quoted at the time of submission of

tender. The lowest tender shall be decided based on revised offers. In case any of such tenderer refuses to submit the revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. The tenderers, whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process (if any).

18. Necessary insurance covers [Contractors All Risk (CAR) Policy and Workmen Compensation Policy] shall be obtained by the contractor at his/ her own cost within 7 days on award of work. The insurance policies should be in the joint name of NABARD and the contractor and the first name should be of NABARD. The original documents of policies should be handed over to NABARD. NABARD shall not be held liable in any way.
19. SCOPE OF WORK: The underground water tank at C-Block of NABARD officers and staff Quarters, Damodar Park, Ghatkopar, Mumbai is facing seepage problem. The dimensions of the underground water tank are approximately 20 ft. x 12 ft. x 8 ft. For detailed scope of work, please refer to the description of items in price bid of this tender.
20. The contractor on completion of the work, should execute a Performance Bank Guarantee (Annexure III enclosed) of the work for its waterproofing for a minimum period of 5 years after Defect Liability Period. An amount of 5% of the value of total project cost will be retained with NABARD till the end of the Performance Warranty period. If the contractor fails to rectify the defects within the reasonable time of advice of NABARD during this warranty period, NABARD will carry out the rectification at the expense of the contractor.

IV. BASIC INFORMATION OF BIDDERS (#)

1	Name, Address, Contact No. of the Firm/Agency	
2	Nature of Ownership of the Firm/Agency (Proprietorship /Partnership/Registered Company). If proprietorship, enclose a photo ID card of the Proprietor, otherwise enclose Partnership Deed or Regd. Certificate)	
3	Income Tax PAN No.	
4	GST Regd. No	
5	Employee Provident Fund Regd. No.	
6	Employee State Insurance Regd. No.	
7	Brief history of the agency	
8	Public/ Private Institutions which awarded work to the agency during the last five years	

9	Work Experience in the relevant field of work during the last five years	
10	Average Turnover during the last 3 years	
11	Bank A/c details viz. Bank Name- Branch- IFSC- MICR- Account No.- (Attach self-attested photocopy of a cancelled cheque)	

#: Enclose self-attested supporting documents for all the items indicated above. If required, details may be indicated separately on the bidder's letterhead or blank paper, duly attested.

(Signature and Seal of bidder)

V. PRE-QUALIFICATION CRITERIA

1. The Bidder should have minimum experience of five (05) years (as on 31/03/2022) of working with nature of works as briefly mentioned below **(Similar Works):**

Similar works shall mean 'work of water-proofing including application of pressure grouting/micro-concrete/application of waterproofing and structural repair/ retrofitting works for offices/ residential complexes/ commercial establishments, etc.'

2. The bidders should have carried out similar works during last 05 years (ending 31.03.2022) with annual contract value (costing individually) not less than the amount as given in following table, along with supporting documents:

SN	Experience Criteria	Qualifying Amount
1	1 similar works during last 05 years (ending 31.03.2022) with contract value (costing individually) not less than	80% of Estimated Cost
	OR	OR
2	2 similar works during last 05 years (ending 31.03.2022) with contract value (costing individually) not less than	50% of Estimated Cost
	OR	OR
3	3 similar works during last 05 years (ending 31.03.2022) with contract value (costing individually) not less than	40% of Estimated Cost

3. The bidders should have average Annual Turn Over of at-least 100% of estimated cost of the work (as indicated in the tender document) during the last three years ending 31.03.2022 supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.
4. The bidder should have their own office within the city / suburban areas of MMR, Mumbai, Navi Mumbai, Thane.
5. Tender shall be accompanied by a copy of each of the documents like,

- a) List of eligible work executed during last 05 years,
 - b) PAN,
 - c) GSTN Registration
 - d) Particulars of bankers & Bank account details.
 - e) Details of work experience shall be supported by work orders and corresponding completion certificates along with BoQ in the tender document of work completion.
 - f) The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
 - g) Details of works on hand
 - h) Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant, or, certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
6. If required, at the request of the Bank, original certificates shall be produced for verification by the bidder and will be returned after verification.
7. The bidders should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.
8. Bidders should have a current bank account with a Nationalised/ Commercial bank.
9. NABARD reserves the right to verify any or all the documents furnished by the Bidders with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
10. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.

11. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
12. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
13. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
14. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.
15. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
16. Self-attested documents in support of pre-qualification criteria is necessarily to be submitted with the tender document.

(Signature and Seal of bidder)

ANNEXURE-I

LETTER OF INDEMNITY AND UNDERTAKING

(in non-judicial stamp paper of Rs.200/- or more)

To
THE CGM, DPSP, NABARD HO
BKC, BANDRA, MUMBAI- 400051

Dear Sir

Subject: Tender for the work of Waterproofing of underground storage water tank at NABARD's Officers and Staff Quarters at Damodar Park, Ghatkopar, Mumbai

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail **Waterproofing of underground storage water tank at NABARD's Officers and Staff Quarters at Damodar Park, Ghatkopar, Mumbai** as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as _____, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ (bidder) hereby declare and certify that we are the rightful owners/ licensees of the said article/ service/ solution offered for sale to NABARD and that the sale of the said article/ service/ solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copyrights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ (bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and

consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ (bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, subcontractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

(Name and Designation of Authorized Official)

ANNEXURE-II

ARTICLES OF AGREEMENT

(On Non-judicial stamp paper of Rs.200/- or more)

AGREEMENT

THIS AGREEMENT is made at Mumbai on this day of _____

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Head office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051, hereinafter referred to as "**NABARD**" (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

M/s., a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office athereinafter referred to as the '**Contractor**' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

*(NABARD and the Contractor are collectively hereinafter referred to as "**the parties**")*

WHEREAS

(1) NABARD, being desirous of **Waterproofing of underground storage water tank** (hereinafter referred to "**the said works**") of its premises at **at NABARD's Officers and Staff Quarters Damodar Park, Ghatkopar, Mumbai** (hereinafter collectively referred to as "the said Premises") vide its letter No.dated, issued a "Notice Inviting Tender" (hereinafter referred to as "the NIT") inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as "Annexure 1" and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter dated, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of Intent No.dated had selected the Contractor for carrying out the said works at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from _____ unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. The rate will remain fixed throughout the entire period of contract i.e. till _____ and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document. The contractor will implement and operationalize complaint registration system if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.
2. The contract may be extended for further period/s after the expiry of the initial period i.e. _____ as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.

5. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
6. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
7. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
8. The contractor shall pay the personnel deployed in NABARD premises, their wages in accordance with the Minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in NABARD.
9. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages,

Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in NABARD. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Dept. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
12. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
13. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
14. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will

be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.

15. The Contractor shall provide necessary tools, equipment, scaffolding and machinery for carrying out the said works at the said Premises to the persons employed by it. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
16. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
17. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD. The CAR policies are required to be at least for 1.25 times of the contract value.
18. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.
19. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
20. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
21. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officer-in-charge of Department of Premises, Security and Procurement, Head Office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.

22. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
23. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/improper conduct.
24. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
25. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/Gol, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution as applicable in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
26. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
27. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
28. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and

omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

29. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
30. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
31. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
32. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
33. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
34. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance.

35. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.

36. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

37. Resolution of Disputes:

- This Agreement shall be governed by and construed in accordance with the laws of India.
- Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.
- In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."
- The venue of the arbitration shall be at Mumbai
- The language of arbitration shall be English.
- Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be

withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

38. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
39. This Agreement, its Annexures and the tender document constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.
40. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
41. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorized officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

Signed, sealed and delivered



By Shri _____

by Shri _____

For & on behalf of NABARD

the duly authorized signatory for & on
behalf of the Contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

ANNEXURE-III**PERFORMANCE BANK GUARANTEE**

To

Chief General Manager

Department of Premises, security and Procurement

National Bank for Agriculture and Rural Development

Head Office, Mumbai - 400051

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to *Waterproofing of underground storage water tank at NABARD’s Officers and staff quarters at Damodar Park, Ghatkopar, Mumbai* at NABARD Head Office, Mumbai (hereinafter referred to as “Services”) from _____ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the tender document (Ref. NO. Dated _____) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the *Waterproofing of underground storage water tank at NABARD’s Officers and staff quarters at Damodar Park, Ghatkopar, Mumbai* (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

- 1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to _____ (validity date of BG) money or monies not exceeding a total sum of Rs _____/- (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under

this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

- 3) This Guarantee shall expire on _____ (validity date) without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. _____ .
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs._____/-(Rupees_____only) ;
- ii) This Bank Guarantee shall be valid up to_____(validity date) ;
- iii) Unless actions to enforce the claims is filed on or before _____(validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
- iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before_____(validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this_____day of_____ at_____ -

For and on behalf of ----- Bank.

sd/- _____

PRICE BID

(Part II)

	<p>comb area of concrete/ masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc.</p> <p>B. Providing and applying 30 mm thick self curing Ceramic Polymer Micro concrete of approved make having Compressive strength above M30, non shrink, impermeable ,filling mortar to load carrying R.C.C member in two layers on cleaned concrete surface , including honey comb area (using manual/mechanical means). Mixing mortar of Nicosil C80 and fresh 53 grade cement with required water cement ratio for desired consistency. Work shall be executed by certified applicator only and work shall be guaranteed for 5 years and guarantee shall be provided on Rs. 500 /- stamp paper. (Bond coat mentioned below is to be done before coating)</p>	Sqm	15		
5	Bond Coat: Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Bank's Officials complete in all respect.	Sqm	65		
6	Water Proof plaster : Providing & Applying polymer modified, flexible cementitious negative side waterproofing coating with elastic waterproofing polymers on interior wall plaster surface in three coats @14.35 kg /10 sqm. one coat of self priming of cementitious waterproofing polymer (dilution with water in the ratio of 1:1) and two coats of cementitious waterproofing polymer (dilution with water in the ratio of 3:1) after scrapping and properly cleaning the surface to remove pre-existing paint film & loose particles till plaster is visible, complete in all respect as per the direction of Bank's Officials.	Sqm	38		

7	<p>Water proofing of bottom of UG water tank : Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations: SUB HEAD : 22.0 W 471 ATER PROOFING</p> <p>(a) Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Bank's Officials over the RCC slab including adjoining walls upto 300 mm height including cleaning the surface before treatment. (b) Laying brick bats with mortar using broken bricks/brick bats 25 mm to 115 mm size with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Bank's Officials over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Bank's Officials to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs.(c) After two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by Bank's Officials. (d) Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1 cement :4 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Bank's Officials including laying glass fiber cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3 mm deep.</p>	Sqm	20		
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	(e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. "All above operations to be done in order and as directed and specified by the Bank's Officials : 22.7.1 With average thickness of 120 mm and minimum thickness at khurra as 65 mm.				
8	Fixing of Paver Blocks: Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Bank's Officials. B. Laying old cement concrete interlocking paver blocks of any design/ shape laid in required line, level, curvature, colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Bank's Officials	Sqm	15		
9	Micro concrete : Providing and placing in position Micro Concrete (M40) works on plinth level which shall be cement based prepacked single component, chloride free, non shrink, free flow, self compacting, ready to use after mixing with water in specified proportions from manufacturers Ultratech, wall plast, Dr.Fixit, Fosroc or equivalent as per the directions of the Bank's Officials, including the cost of centering, shuttering, finishing and curing complete	Kg	800		
12	Cement Concrete : Providing and laying in position cement concrete of specified grade	Cubic metres	3.50		
13	External Plaster: Rough cast plaster upto 10 m height above ground level with a mixture of sand and gravel or crushed stone from 6 mm to 10 mm nominal size, dashed over and including the fresh plaster in two layers, under layer 12 mm	Sqm	20		

	cement plaster 1:4 (1 cement : 4 coarse sand) and top layer 10 mm cement plaster 1:3 (1 cement : 3 fine sand) mixed with 10% finely ground hydrated lime by volume of cement. Ordinary cement finish using ordinary cement				
14	Chipping RCC : Chipping of unsound/weak concrete material from slabs, beams, columns etc. including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Bank's Officials 75mm average thickness	Sqm	50		
15	Repair of chambers : Repairs of brick works and plastering complete upto Chamber covert	Nos.	2		
Total Amount					
GST (@ _____ %)					
Grand Total					

NB: DLP/ Warranty Period: 72 months from the date of Virtual Completion of works

(Signature and seal of Bidder)