



**Tender For Providing HDF Laminated Wooden Flooring at
NABARD Office
Located at Block No. 32, SDA Commercial Complex, Kasumpti,
Shimla-171009**

निविदा की समय सारणी /SCHEDULE OF TENDER:

| | |
|---|------------------------|
| i. निविदा जारी करने की तिथि/ Date of issue of tender document and commencement of downloading tender document : | 07-Oct-2021 |
| ii. निविदा प्रस्तुत करने की अंतिम तिथि एवं समय/ Last date and time of Submission of Tender | 28-Oct-2021/03:00 PM |
| iii. निविदा-पूर्व बैठक/ Pre-tender meeting date and time. | 14-Oct-2021/ 11:00 AM |
| iv. निविदा भाग-I खोलने की तिथि/ Opening date and time of tender (Part-I)/ Pre-Qualification bid : | 28-Oct-2021/ 03:00 PM |
| v. निविदा भाग – II खोलने की तिथि/ Opening date and time of tender (Part II) Financial Bid: | Will be informed later |

इस टेंडर दस्तावेज़ में कुल 50 पेज हैं। /This Tender consists of 1 to 50 pages.

Chief General Manager
राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE AND RURAL
DEVELOPMENT
Himachal Pradesh Regional Office, Block No. 32, SDA
Commercial Complex, Kasumpti, Shimla

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FORM OF APPLICATION FOR SUBMITTING TENDER
(To be submitted on Contractor's own letterhead)

Ref. No.

Date:

Chief General Manager
National Bank for Agriculture and Rural Development
Himachal Pradesh Regional Office,
Shimla – 171009

Dear Sir,

Tender for providing HDF Laminated Wooden flooring at its office premises at Block No.32, SDA Complex, Kasumpti, Shimla-171009

1. I am..... / We..... are pleased to offer myself/ourselves to be prospective bidder for this work in your organization.
2. I / We have read and understood the tender and Instructions/conditions appearing in the techno-financial bid/ tender and I/We understand that if any false information is detected at a later stage, any future contact made between me/ourselves and NABARD, on the basis of the information given by me/us, will be treated as invalid by NABARD.
3. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of the tender.
4. I/We agree that the decision of NABARD, Himachal RO, Shimla in selection/shortlisting/empanelment/awarding will be final and binding on me/us.
5. I have visited the sites before quoting the rates. All the terms and conditions of the tender, have been accepted by us. We have not made any conditional offer.
6. I/We, therefore, request you to kindly consider our bid/tender.

Thanking you

Yours faithfully,

(Signature of Authorised person on behalf of firm/agency/contractor)

Attachments – Technical Bid and Price/Financial Bid

(Strike down whichever is not applicable)

PRE-QUALIFICATION CRITERIA AND SUPPORTING DOCUMENTS

To be submitted along with EMD of Rs. 13,000 /-

INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION AS A PART OF PRE-TENDER QUALIFICATIONS –

Eligibility Criteria

1. The work involved is providing and fixing of HDF Laminated Wooden Flooring at our **office premises at NABARD Block No 32, SDA Complex, Kasumpti, Shimla-171009.** Scope of work and services to be provided are indicated in the “**SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)**” and “**Scope of work: (Part B) – Illustrative**” of this tender. *The tenderers are advised to visit the site, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
2. The firm/ contractor shall have an experience of similar work during the last 7 years.
3. The annual turnover of the firm/contractor during each of the last 3 years (ending 31.03.2020) should be at least Rs.3.30 lakh. The Audited balance sheets or registered Chartered Accountant statement of accounts may be submitted in this respect.
4. The firm/contractor should have done at least:
 - Three similar works whose individual values not less than Rs.4.40 lakh
 - OR
 - Two similar works whose individual values not less Rs.5.50 lakh
 - OR
 - One similar work whose individual value not less than Rs. 8.80 lakh.

The work orders and work completion certificates issued by the client institutions may be submitted in this respect.

- The tenderers should have applicable Tax registrations (GST, PAN etc.).
- Tenderers should have a current / savings bank account with a scheduled bank.

- NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
- Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as per the Performa listed below. Failing which shall lead to cancellation of application of Tenderer.
- The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
- If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed and sealed.
- Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process.

Tenderers are requested to submit the following documents in **PART - I** (Prequalification bid and Technical Bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -

- i) Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Private Sector/Housing Societies etc. during the last **three** years,.
5. Intending tenderers are required to submit their full bio-data giving details about their organization, experience, personnel in their organization, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement, which will be kept confidential.
6. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
7. If required, the Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART–II (Financial Bid) of the tenders. If any tenderer is not found to possess the required

eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of PART-I (Pre-qualification Bid) of the tender and his sealed cover containing PART-II of the tender will be returned to him. The Bank is not bound to assign any reason for rejecting the tender.

8. After scrutiny of Part-I (Pre-qualification Bid), if any of the tenderers is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.
9. Applications containing false and/or inadequate information are liable for rejection.
10. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works, which individually cost not less than the specified amount.
9. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, HP Regional Office, Block No.32, SDA Complex, Kasumpti, Shimla-171009”
11. I/We have read and understood the instructions contained herein above and are acceptable to us.

Date:

Place:

with seal Address

Signature of the Tenderer

Section 01
TECHNICAL BID

A. Scope of Work:

- a. Removal of already installed carpets in the office**
- b. Levelling and cleaning of the office floor.**
- c. Providing and installing HDF Laminated wooden flooring.**

A.1 Description of the Property

- a. NABARD Office at Block No. 32 SDA Commercial Complex, Kasumpti, Shimla: 03 Floors of Office space**

A.2 Completion Time Period of the Assigned work

The assigned work shall be completed within a period of **45 days** to be reckoned from the 07th day of date of award of work order. The extension of time period will be granted on the basis of genuine reasons, otherwise liquidated damage will be imposed. The Tenderers are advised to quote the rates with due statutory provisions as necessary, based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document.

PART B. TERMS & CONDITIONS OF CONTRACT

General Condition of Contract

1. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

Employer: The term employer shall denote **NABARD** with their Himachal Pradesh Regional Office at Block No.32 S D A Commercial Complex,Kasumpti, Shimla and any of its employees representative authorized on their behalf.

Contractor: The term contractor shall mean _____
_ (Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.

Site: The site shall mean the Office – mentioned above as description of property .

Bank Engineer: Any Engineer appointed from time to time by the NABARD shall act as Engineer for the said Contract at the said site.

Architect Engineer/ Supervisor : Any Engineer appointed at site by the engaged Architect

Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the contractor will made them available to the employer / architect whenever necessary.

In case any detailed Working Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer / Architects as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

“The Works” shall mean the work or works to be executed or done under this contract.

“The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.

“Priced Schedule of Quantities” shall mean the schedule of quantities duly priced and submitted through tendering with the accepted quoted rates of the contractor.

“Contract” shall mean the Articles of Agreement, the general conditions, special conditions, the appendix, the schedule of quantities, specifications and drawings etc. attached here to and duly signed.

‘Contract Price’ shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.

‘Notice in Writing’ or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

‘Net Prices’ any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression ‘net rates’ or ‘net prices’ when used with reference to the contract or account shall be hold to mean rates or prices so arrived at.

‘Virtual Completion’ shall mean the date on which work has been completed in the opinion of the Architect and Employer fit for possession/ occupation.

“Date of commencement” shall be from one-week, from the date of issue work order to the contractor or day on which the contractor will take possession of site whichever is earlier

2. SCOPE OF WORK:

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer.

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his agent shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent. The employer as provided in clause "variation" shall fix rates of items not mentioned in the priced schedule of quantities.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERERS SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall include the cost of these items in the quoted rates like carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the employer or his agent might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer.

(Also see general rules and instructions for the guidance of Tenderers)

The schedule of quantities shall be filled in as follows:

- I. The "Rate" column to be legibly filled through tender.

- II. Amount column to be filled in for each item and the amount for each sub head as detailed in the “Schedule/ Bill Of Quantities”.
- III. The tentative quantities are mentioned in the tender and subject to variation. It is not mandatory for NABARD to execute the mentioned quantities. NABARD reserves the right to modify the mentioned quantities or deleting that item quantity.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize the contractor's analysis. All corrections are to be initialed.

The works will be paid for as “measured work” on the basis of actual work done and not as “lumpsum” contract, unless otherwise specified. The mode of measurement (If not mentioned alongwith item description) will be as per CPWD specifications.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer.

The employer has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of **three months** from the date of opening of the tender.

5. AGREEMENT

The successful contractor will be required to sign agreement in accordance with the draft agreement from enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto for the agreement. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

6. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all statutory taxes, GST, duties royalties, labour cess, works contract tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

7. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works. The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labour (Regulation and Abolition) Act 1970.

8. QUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Architects shall be considered to be approximate and subject to variation. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices,

which rates and prices shall cover all things necessary for the completion of the works.

9. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

10. Interest Free EARNEST MONEY AND SECURITY DEPOSITS

The EMD will be ₹13,000/- which may be submitted to NABARD current account through NEFT at the time of tender submission (except MSEs as defined in MSE Procurement Policy issued by GoI). The EMD of unsuccessful bidders will be refunded in 30 days after evaluating technical bids.

The Employer will retain 5 % as RMD from each bill and EMD & ISD will also be adjusted towards RMD in final bill. Balance RMD will be refunded after defect liability period of 01 year. The final bill will be settled in 03 months period and contractor has to submit virtual completion certificate as well as “No Claim Certificate”.

No mobilization advance will be given by NABARD, so necessary financial resources will be mobilized by agency/contractors.

Validity of submitted tender will of 03 months and accepted rates will remain till the completion of the contract. The work will be awarded on the basis of Least Cost System (LCS).

In case, two bidders have quoted the equal/same tender amount, both will be given the opportunity to given further rebate on the quoted price for deciding about the L-1 agency.

The Bank/NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/ bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by the Bank. If required, the Bank may call written clarification from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by the Bank within a stipulated time. The Bank reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing , refer the same to the Employer / Architects whose decision shall be final and binding.

12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the work order, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same.

If in the opinion of the Employer the works be delayed:

1. By force major or
2. By reason of any exceptionally inclement weather or
3. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's won default or
4. By the works or delays of the contractors tradesmen engaged or nominated by the Employer and not referred in the Schedule of Quantities and / or specifications or
5. By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders.

The Contractor on starting the works shall furnish to the Employer a PERT / CPM Programme/Bar chart for carrying out the work stage in the stipulated time for the approval of Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by Architect a weekly progress report stating the number of skilled and un skilled laborers employed

on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the Employer within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall Adhere to the approved program and arrange for the materials and labour etc accordingly. Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

13. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages **at rate of Rs. 0.25/-** of the value of work, per week subject to a maximum of 5% of the accepted tender value.

14. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation, shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such

authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, and damages to buildings, roads or members of public in course of execution of work, shall defend all actions arising from such claims, and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

16. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube), transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. **Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtained prior to placement of order.**

Any damage (during constructions) to any part of the work for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

17. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be done by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials.

18. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers' on the work as far as possible. No laborers below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act. 1970 and Central Rules 1971
- e) Apprentices Act 1961
- f) Minimum Wages Act
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers' are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the laborers' engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

20. DISMISAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

21. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

22. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The original insurance policy will

be with NABARD which will be jointly in the name of the Employer and contractor and the duplicate will be with the contractor. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the **CAR (Contractors All Risk Policy)** for insurance equal to the 1.25 times amount of issued work order for this work in the joint name of NABARD & Contractor. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

23. MEASUREMENTS

Before taking any measurement of any work the contractor/ its representative deputed by him shall give reasonable notice to the employer. The mode of measurement will depend upon the unit mentioned in the Schedule of Quantities. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

24. PAYMENTS

Payments of work done will be made after completion of work as per satisfaction of the bank. The bills of work done shall be duly accompanied by detailed measurement in support of the work done. After completion of 50% work, the contractor can raise only one running bill, of an amount equal to or more than 50% of quoted bill. The bill shall be supported by detailed measurement clearly indicating that 50% of the assigned work has been completed in terms of quoted rates.

The Employer will deduct retention money @ 5% of eligible bill amount. The refund of retention money will be made after completion of defect liability period of 01 year. The final bill will be paid after adjusting the payment already made in the running bill.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

25. VARIATION / DEVIATION

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer can increase or decrease any quantities to any extend or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads plus applicable GST.

26. SUBSTITUTION

Substitution is generally not allowed, in case of exception it will be permitted after the approval of the Employer / Architects in writing for any such substitution well in advance. Materials designated in this specification shall be preferred first and in case of non-availability those mentioned in BoQ the substitution by "Equal" or "Other approved" etc. needs approval of the Employer / Architect in writing.

27. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects. Proper disposal of the waste / unused items has to be ensured by the contractor

28. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear

within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained under clause no.11 together with any expenses the Employer may have incurred in connection therewith.

29. CONCEALED WORK

The contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters, which cannot be conveniently tested or checked, the notes of the Employer shall be accepted as correct and binding on the contractor.

30. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

31. SUSPENSION OF WORKS

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the

notice shall have been compiled with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 43. (Termination of Contract by Employer)

32. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number or amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other

contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized.

Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

33. Settlement of dispute by Arbitration

- I) The bids and any contract resulting therefrom shall be governed by and construed according to Indian laws.
- II) All disputes and differences of any kind whatsoever arising out of or in connection with this offer or in the discharge of any obligation arising under this offer (whether during the course of execution of the order or after completion and whether before or after termination abandonment or breach of the agreement) shall be resolved amicably.
- III) In case of failure to resolve the disputes and differences amicably within 30 days of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act 1996. If no agreement is arrived at, within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.
- IV) In case of dispute not resolved as mentioned above, NABARD shall send to the contractor / bidder a list of 3 names of persons who shall be presently unconnected with NABARD or contractor / bidder. Contractor shall on receipt of the names as foresaid select any one of the persons so named to be appointed as sole arbitrator and communicate to NABARD within 30 days of receipt of the names. NABARD shall there upon without delay appoint the said person as sole arbitrator. If bidder fails to select a person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, then NABARD shall be entitled to appoint one of the persons of the panel from the panel as sole arbitrator and communicate his name to the bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above lists of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

- V) The venue of the arbitration shall be Shimla, under the exclusive jurisdiction of courts at Shimla only.
- VI) The language of Arbitration shall be English. The award shall be final and binding to both the parties.
- VII) The fees, if any of the arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the arbitrator, shall be directed to be finally borne and paid by such party as or parties to the dispute in such a manner or proportion as may be directed by the arbitrator as the case may be in the award.
- VIII) Work under the tender document / 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 ongoing arbitration proceeding, if any, unless it is the subject matter or of the subject matters thereof.

DECLARATION

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

Signature of Tenderer

Address

Date:

NOTE: All technical clarification if any should form a part of technical bid. Technical clarifications after opening of the tender will not be entertained at any cost.

Section C

Safety Code

1. As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.
2. The Contractor shall maintain in a readily accessible place **first-aid** appliances including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc by persons deployed by Contractor are strictly prohibited in the building premises.
4. The Contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training on fire-fighting, will not be paid by NABARD.
5. The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.
6. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.
7. A penalty of Rs. 100/- (Rupees. One Hundred only) shall be levied for violation of safety norms. A penalty of Rs. 200/- (Rupees Two Hundred only) shall be levied if violation is repeated.
8. Penal action will also be taken if the Contractor's workmen do not wear proper uniforms/dress, face mask and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats.
9. The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.
10. An adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher.
11. **Safety precautions of portable electrical appliances**

Precautions in handling of portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to safety of personnel and property.

- a) Broken sockets/pin plugs/loose connections

These conditions cause sparking leading to fault conditions or electric shock situations. Wire shall not be directly inserted in sockets, as an earthy lead on phase socket can give a shock to operator.

b) Polarity of phase/phase, neutral and earth

Certain appliance such as porosopes may give violent electric shock during work if polarity conditions are not satisfied.

c) Joints in flexible cables

Usage of portable appliance in which the electrical and physical integrity of a joint may be suddenly affected, leading to severe sparking and fire if combustible or flammable materials are at the joint. Perhaps this may not be noticed by operator at all. For this and similar reasons, joints in cables of portable appliances are not permitted at all.

d) Appliance body grounding and system grounding

In the absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase or body fault during usage. Further, all earth pin socket must have low impendence and mechanically firm earthing according to Indian Electricity Rules so that safety is assured to operator even under such fault conditions.

e) Water leakages

Water reduces efficacy of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation. Switches in chronic leakage areas should preferably be de-energized until rectification action and contractors must apprise Premises Department.

f) Excavation/Additions/Alterations of building etc.

During excavations, alterations of buildings etc. every care shall be taken that electric shock or damage to cables, etc. are avoided. De-energization of circuits must be considered.

Declaration by the Contractor:

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

Signature:

Place:

Name and Seal:

Annexure- 1

Details of EMD along tender & Tender Cost Deposited:

| | |
|---------------------------|--|
| Name of the Firm / Agency | |
| Name of the Bank | |
| Amount (Rs) | |
| UTR No | |
| Date | |

Annexure-02

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the Contractors for effecting payments

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

Signature

Please attach

- i. Photocopy of one cancelled cheque leaf of the above Bank Account
- ii. Copy of PAN Card and
- iii. Copy of GST No
- iv. Copy of Registration of the Firm

ARTICLE OF AGREEMENT

(Non-judicial stamp of Rs. 200/-)

THIS AGREEMENT is made at Shimla on this _____ day of 2021

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 Himachal Pradesh Regional Office, Block 32, SDA Commercial Complex, Kasumpti, Shimla, hereinafter referred to as **NABARD** (which expression shall, unless repugnant to the context of 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 having its registered office at _____

_____ hereinafter referred to as the 'Contractor' (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the **OTHER PART**.

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

WHEREAS

- (1) NABARD Himachal Regional Office Shimla, being desirous of awarding the works relating to providing HDF laminated wooden flooring Works at office premises situated at Block 32, SDA Commercial Complex, Kasumpti, Shimla (hereinafter collectively referred to as **the said premises**) had 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 given as Section 1 of this Tender and to be read as part and parcel of this Agreement.
- (2) The Contractor had, vide its letter dated _____ 2021 submitted its Tender for undertaking the said works at the said Premises.
- (3) NABARD, vide this letter of Intent No _____ Dated _____ 2021, 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 as per tender terms & conditions at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contractor shall commence work from 7th day of award of work . NABARD shall agreed to pay according to tender amount of consideration of **Rs_____ for the said work** to the contractor for carrying out the said works in the said Premises as per the details given in the Tender. The rate will remain fixed throughout the entire period of contract and is inclusive of all costs such as GST, insurance, taxes, duties, levies, labour cess, transportation, debris disposal etc.
2. 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.
3. 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.
4. 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 agreements on their part respectively in the said conditions and the documents contained herein.
5. This Agreement and documents mentioned herein shall form the basis of this contract.
6. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site and for achieving the desired performance in treating the specified quantity of sewage, at the rate contained in the Schedule of Rates or as provided in the said conditions.
7. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within the time period prescribed in the tender reckoned from the date of commencement of the work subject nevertheless to the provision for extension of time.
10. All payments by the Employer under this contract will be made only in Shimla, HP
11. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

12. 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.
13. 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.
14. 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 or 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.
15. The Contractor will have to deposit an EMD / initial security amount of Rs. 13000/- (Rupees Thirteen thousand) for in the form of NEFT/ RTGS from a Commercial Bank covering the period of this Agreement. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.
16. In case of breach of any terms and conditions of this Agreement or refusal of accepting the work order, the Performance/ initial Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.
17. 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.
18. 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.
19. 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.
20. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

21. 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 fails to 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 date of termination this Agreement.

22. Resolution of Disputes

- 1.0 This Agreement shall be governed by and construed in accordance with the laws of India.
- 1.1 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representatives.
- 1.2 In case of failure to resolve the dispute 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.
- 1.3 The Venue of the arbitration shall be at Shimla.
- 1.4 The language of arbitration shall be English.
- 1.5 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.
- 1.6 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.

- 1.7 This Agreement, its Annexures and the NIT 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.
- 1.8 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.
- 1.9 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 authorised officials at the place and on the..... day,month and..... year first herein above written.

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. (If the Tenderer is a company).

Signature Clause

SIGNED AND DELIVERED by the
National Bank for Agriculture and
Rural Development by the hand of
Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address

Witness #2

Signature:
Name:
Address

SIGNED & DELIVERED by

(Authorised person of bidder)
If the bidder is a partnership firm
or an individual
should be signed by all or on
behalf of all the partners.
in the presence of :

The COMMON SEAL OF:
was hereunto affixed pursuant to the resolutions
passed by its Board of Directors at the meeting
held on:

Directors who have signed these
Presents

If the bidder signs under

Common seal, the signature
clause should tally with the
sealing clause in the Articles
of Association

SIGNED AND DELIVERED by the Bidder
If the bidder is signing by the
by the hand of Shri.....
Or authorised by Power of Attorney,
Whether a company or an
Individual.

Duly Constituted Attorney.

Witness #1
Signature:

Name:

Address

Witness #2
Signature:

Name and Address

ANNEXURE -4

INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of
M/sdo hereby execute
Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Himachal Pradesh Regional Office at Block 32, SDA Commercial Complex, Kasumpti, Shimla- 171009 and
M/s..... having their office at
..... on this day of..... 2021.

WHEREAS NABARD have appointed M/s.....as the
Contractor for their Proposed Service Work relating to " Providing HDF Laminated
wooden flooring at office premises situated at Block 32, SDA Commercial Complex,
Kasumpti, Shimla".

THIS DEED WITNESSETH AS FOLLOWS :-

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

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee or contract labour of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/shas set his/their
hands on thisday of 2021.

SIGNED AND DELIVERED BY THE AFORESAID for M/s.....

Name of Signatory

IN THE PRESENCE OF WITNESS :

(1)

(2)

Annexure-5

Basic Information

| Sr. No. | Particulars | Bidder's response |
|----------------|--|--|
| 1 | Name of the Tenderer/agency/ contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address. | |
| 2 | Year of Establishment | |
| 3 | Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed | |
| 4 | Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm | 1 2 3 4 5 |
| 5 | Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No. | a b c d |
| 6 | Whether registered/ empanelled for similar service with a Government/ Semi- govt / Municipal Authorities or any other public organisation b If yes, name of the authority c and since when? | (Yes/ no) |
| 7 | Work Experience a Details of work experience in similar civil works b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings / private | |

| | | |
|----|---|--|
| | banks / Private sector / housing societies at any other center should also be given. c List of work in hand | |
| 8 | a) Areas of business activities, b) Place and address of such business | |
| 9 | a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge | |
| 10 | Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work | |
| 11 | a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) | |
| 12 | Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Turn Over for the last three years ending 31.03.2020.) | <u>Annual turnover</u> <u>Rs.</u> <u>Rs.</u> <u>Rs.</u> <u>Rs.</u> <u>Rs.</u> |
| 13 | Number of supplementary sheets attached | |
| 14 | a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b) If yes, please give following information (suit-wise/ project-wise): | |

| | | |
|----|---|--|
| | i. Name of the Project & Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation | |
| 15 | a Permanent Account Number (PAN) b Goods and Service Tax Registration No. | |

Notes: Please attach self-certified copies of the following documents:

- a) Latest Income Tax Clearance Certificate
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years from FY 2017-18.

Signature of the Tenderer with seal & date

Annexure -06**(A) Previous Experience**

- a) List of important works executed by the firm during last Seven years with experience in executing similar work (Please attach extra sheets if required).

| S. No. | Name of the work And Location | Nature of Work | Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or Private body | Contract Amount (Rs) | Whether work was left incomplete or contract was terminated from either side? Give full details. | Any other relevant information |
|--------|-------------------------------|----------------|--|----------------------|--|--------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| | | | | | | |
| | | | | | | |

- b) List of important ON HAND Similar works (Please attach extra sheets if required).

| S. No. | Name of the work And Location | Nature of Work | Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or Private body | Contract Amount (Rs) | Whether work was left incomplete or contract was terminated from either side? Give full details. | Any other relevant information |
|--------|-------------------------------|----------------|--|----------------------|--|--------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| | | | | | | |
| | | | | | | |

Signature of the Tenderer with seal & date