



राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agricultural and Rural Development

असम क्षेत्रीय कार्यालय

Assam Regional Office

जी।एस रोड, दिसपुर, गुवाहाटी

G. S. Road, Dispur, Guwahati- 781006

टेल: 0361-2313228

Tel.: 0361 2313228 * Fax: 0361 2235657

Email: guwahati@nabard.org * Website: www.nabard.org

नाबार्ड, असम क्षेत्रीय कार्यालय के लिए एक उपयुक्त डीटीएच रिग का उपयोग करके ट्यूबवेल के गहरे ड्रिलिंग, विकास और स्थिरीकरण के माध्यम से मैकेनिकल और इलेक्ट्रिकल उपकरण और संबंधित पाइपलाइन की आपूर्ति और स्थापना सहित नलकूप के निर्माण और कमीशन के लिए निविदा।

Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

निविदाकर्ता का नाम Name of the Tenderer: _____

पता/Address: _____



National Bank for Agricultural and Rural Development

Assam Regional Office

Tender for construction & commission of tube well including supply & installation of Mechanical & electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

IMPORTANT DATES AND POINTS

| Sl. No. | Description | Remarks |
|----------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 1 | Starting Date and time of issue of Tender Documents | 07 February 2023 |
| 2 | Last Date and Time for submission of Tender Document | 27 February 2023 up to 14:00 hours |
| 3 | Date and Time of Pre Bid Meeting | 16 February 2023 at 15:30 hours |
| 4 | Date and Time of opening technical bid | 28 February 2023 at 15:30 hours |
| 5 | Date and Time of opening price bid | Will be communicated at a later date |
| 6 | Validity of Bid | 90 days from the date of opening of price bid |
| 7 | Date of Completion of the work | 21 days from the date of issue of Work Order. |
| 8 | Defect Liability Period | 2 years |
| 9 | Estimated Cost | Rs. 19,11,572/- |
| 10 | Earnest Money Deposit (EMD) | Rs. 38,500/- (Rupees Thirty-eight Thousand five hundred only) |
| 11 | Retention Money Deposit (RMD) | 5% |
| 12 | Bid documents will be available at website only | http://www.nabard.org https://eprocure.gov.in |
| | Address for Submission of Bid Documents | The Chief General Manager, NABARD, Assam Regional Office, GS Rd, Dispur, Sarumotoria, Guwahati, Assam 781006 |



National Bank for Agricultural and Rural Development

Assam Regional Office

Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

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NOTICE INVITING TENDER

Ref. No. NB.Assam/DPSP/NIT/ /tube well/2022-23

Date: 07 February 2023

Dear Sir,

Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

National Bank for Agriculture and Rural Development (NABARD) invites you to tender for **construction & commission of tube well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.** The tube well to be constructed in Plot no.-4 NABARD Staff Quarters, Sarumotoria, Dispur, Guwahati – 781006. The tube well to be drilled near children's park. Pin pointed location for digging deep tube well is - **North Latitude 26°08'36" & East longitude 91°47'43"**. You are requested to submit your offer in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document. This tender document can be downloaded from our website at <https://www.nabard.org/English/Tenders.aspx> and CPP Portal.

It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank, will be eligible to participate in the bidding process. **The Integrity Pact may be submitted in a separate sealed envelope**

The Pre-Bid meeting will be held on 28 April 2022 at 14:30 hours in the Conference room on 1st Floor of Assam Regional Office, G.S. Road, Dispur, Guwahati - 781006. To be eligible to participate in the pre-bid, the bidder should have already conducted a site survey and should have satisfied him/herself about the overall feasibility of the work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 2 working days prior to the date of pre-bid meeting by email on dpsp.guwahati@nabard.org. All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on NABARD website (<https://www.nabard.org/English/Tenders.aspx>) and CPP Portal.

Sealed offers should be submitted separately as follows:

In two Envelopes indicating clearly '**Envelope No.1' – Technical Bid** and '**Envelope No.2' – Price Bid**. The envelopes should be addressed to The Chief General Manager, Assam Regional Office, G.S. Road, Dispur, Guwahati - 781006, and superscribed "**Tender for construction & commission of tube well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.**"

Bidder must enclose Envelope no. 1 & 2 in a 3rd big envelope. The tenders should be submitted not later than 11:00 hrs. on 11 May 2022.

Envelope no. 1 shall contain:

- a) "Technical bid" of tender with every page signed and stamped.
- b) Integrity Pact on Rs. 200/- Non- Judicial Stamp Paper as per the format given in 'Pre- Contract Integrity Pact' should be submitted along with the technical bid to become eligible to participate in the tender.
- c) An initial part amount of **Rs 38,500/- (Rupees Thirty Eight Thousand Five Hundred Only) towards Earnest Money Deposit (EMD)** will be required to submit by way of fund transfer through NEFT/RTGS to Current Account of NABARD. The account details are as under :

Name of Account : National Bank for Agriculture and Rural Development

Bank Name : NABARD

Branch Name : Head Office , Mumbai

Account Number (VAN) : NABADMN12

IFS Code : NBRD0000002 (Underlined figures to be read as zero)

Documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed with the technical bid. The Tender without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

- d) Power of attorney authorizing the person to sign the tender.

2. Envelope No.2 shall contain:

- a. Price Bid shall be addressed to **THE CHIEF GENERAL MANAGER, NABARD, ASSAM REGIONAL OFFICE, G. S. ROAD, DISPUR, GUWAHATI– 781006.**

- b. Envelope No.2 shall not contain any condition whatsoever and any conditional bids shall be rejected.
- c. Envelope No.2 will be opened on some suitable date, which will be communicated later on, after scrutiny of the documents submitted by bidders in envelope 1. Price Bid envelopes shall be opened only in respect of those bidders who is found to be eligible as per the prequalification criteria specified by NABARD and have complied with all the requirements in tender document.

If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

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

- a. The bids shall remain valid and open for acceptance for **03 months** from the date of opening of price bid. If the bidder withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money of the bidder.
- b. **Retention money deposit:** Retention money @ **5%** will be recovered from the bill.
- c. **Security Deposit:** Retention Money Deposit will form a total Security Deposit. The security deposit will be 5% of the total value of work executed. The Security Deposit will be refunded after the expiry of **defects liability period** of one (1) year.
- d. **Time of Completion: (30 days): Date of commencement shall be from the date of issue work order.** The work shall be completed within **30 days** from the date of commencement.
- e. The quantum of liquidated **damages** for delay in completion of the works per week shall be calculated at **0.25%** of the estimated cost subject to maximum of **5%** of the accepted tender amount.
- f. The bidder should quote the rates in figures as well as in the words. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
- h. The bidders must include in their tender prices quoted for all duties royalties, GST, cess and sales tax, works contract tax or any other taxes or local charges, transportation charges, labour charges etc. if applicable. No extra claim on this account will in any case be entertained.

- i. The tender document must be filled in English. If any of the documents are missing or unsigned in price bid, the tender shall be considered invalid/ rejected. In case of technical bid, the details of incomplete or missing documents will be intimated to the bidder and the bidder has to submit all those documents within 4 days after communicating the same, otherwise the tender will be rejected.
- j. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- k. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the bidder who resort to canvassing will be liable to rejection.
- l. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
- m. NABARD also reserves the right to divide and distribute the work to more than one bidder at its sole discretion.
- n. In case two or more tenderers quote identical/ equal amount, one more opportunity will be given to those tenderers to revise the rates.
- o. Contract documents shall be executed within 10 days from the date of issue of the work order by the successful bidder in accordance with the agreement in the format prescribed herein. A work order by the National Bank for Agriculture and Rural Development of a tender will constitute a binding contract between the National Bank for Agriculture and Rural Development and the bidder so tendering, whether such formal agreement is or is not subsequently executed. Stamp duty in this respect shall be borne by the contractor.
- p. **Virtual completion:** The virtual date of completion will be the date on which the work is completed in all respects as laid out in the contract and performance of the system accepted by the concerned officers by the Bank.
- q. **Defect liability period:** The Defects Liability Period shall be for a period of **two (2) years** and shall commence from the date of virtual completion. Any defect that may appear within the Defects Liability Period, shall be rectified by the Contractors without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the Bank, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Contractor at the cost and risk of the contractor. Only, after all the defects pointed out during the Defects Liability Period have been satisfactorily rectified by the Contractor will the release of the Security Deposit be considered.

- r. For any clarification you may please contact officials of Department of Premises, Security and Procurement at 3rd floor.

Sd/-

(S Hrangkhoh)

Deputy General Manager

Part – 1

Pre Contract Integrity Pact



National Bank for Agricultural and Rural Development

Assam Regional Office

G. S. Road, Dispur, Guwahati- 781006

Tel.: 0361 2313228 * Fax: 0361 2235657

Email: guwahati@nabard.org * Website: www.nabard.org

Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

Name of the Tenderer: _____

Address: _____

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____ 2023.

Between,

National Bank for Agriculture and Rural Development (NABARD), represented by _____ (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part,

And

M/s _____ represented by _____, (hereinafter called “BIDDER/ SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/ Item) and the BIDDER is willing to offer/ has offered the stores and WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block ‘G’, Bandra- Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distorted impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDER

The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract

stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 38,500/- (Rupees thirty eight thousand five hundred only) as Earnest Money/ Security Deposit, with the BUYER through electronic mode of fund transfer, i.e. RTGS/NEFT.

Account details is as under:

Name of Account : National Bank for Agriculture and Rural Development

Bank Name : NABARD

Branch Name : Head Office , Mumbai

Account Number (VAN) : NABADMN12

IFS Code : NBRD0000002 (Underlined figures to be read as zero)

- 5.2 The Earnest Money/ Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraphs 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitor Dr. Sanjoy Kumar Panda, IAS(Retd.), 515, Ward No.- 3, Sideshwar Sahi, Cuttack City, Cuttack District, Odisha- 753008 (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 days from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Part – 2

Technical Bid



National Bank for Agricultural and Rural Development

Assam Regional Office

G. S. Road, Dispur, Guwahati- 781006

Tel.: 0361 2313228 * Fax: 0361 2235657

Email: guwahati@nabard.org * Website: www.nabard.org

Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

Name of the Tenderer: _____

Address: _____

(To be printed on company letter head)

FORM OF TENDER

To,
Chief General Manager,
NABARD, Assam RO,
Dispur, Guwahati- 781006

Dear Sir,

Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

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

| Sl. No. | Subject | Specification |
|----------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | Description of work | Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office. |

| | | |
|----|-----------------------------------------|-----------------------------------------------------------------------------------------------------|
| b. | Location | NABARD Staff Quarters, Plot No.-4, Swahid Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati-781006. |
| c. | Coordinates | North Latitude 26°08'36" & East longitude 91°47'43" |
| d. | Earnest Money Deposit | Rs. 38,500/- (Rupees thirty eight thousand five hundred) only |
| e. | Time allowed for completion of the work | The time of completion for the total project shall be 21 days from the date of issue of work order. |
| f. | Retention Money Deposit (RMD) | 5% of every bill |
| g. | Initial Security Deposit | 2% of value of accepted tender value (EMD) |
| h. | Bid validity | 90 days from the date of opening of price bid |
| i. | Defect liability period | Two (2) years from the date of virtual completion |
| j. | Liquidity Damage | 0.25% to 5% on accepted tender value or actual project cost, whichever is higher |

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. Our Banker's are:

i) Bank, Branch,
Guwahati

ii) Bank, Branch,
Guwahati

iii) Type of account: **Savings/ Current account**

iv) Bank Account No.:

v) IFS Code of Bank and branch:

The names of partners of our firm are:

i) _____

ii) _____

iii) _____

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

i) _____

Name of the partner of the firm

Authorized to sign:

Yours faithfully,

Signature of Tenderer with stamp

A. ELIGIBILITY CRITERIA OF THE CONTRACTORS

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

- i) The average annual financial turnover of the contractor/ firm during the last three years (ending 31.03.2021) shall not be less than Rs. 5.74 lakh
- ii) The bidders should have the experience of completion of similar works on during last 7 years ending last day of month previous to the one in which tenders are invited, should be either of the following:
 - a. Three similar completed works whose individual work value is not less than Rs. 7.65 lakh
 - b. Two similar completed works whose individual work value is not less than Rs. 9.56 lakh
 - c. One similar completed work whose individual work value is not less than Rs. 15.30 lakh
- iii) The contractor/firm should have valid registration for GST, etc. The contractor shall submit the copies of registration certificates for verification.

The contractor shall submit copies of IT returns/balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2021).

[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statement II & III]

B. SPECIAL INSTRUCTIONS TO THE CONTRACTORS

1. Intending contractors are required to submit their profile by giving details in the enclosed proforma about their organization, experience, professional personnel in their organization, competence, etc.
2. The tenders shall be signed by the person/persons on behalf of the organization having necessary Authorization/ Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/ Memorandum of Association shall be furnished along with application).
3. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of application, if required.
4. Tenders containing false and/ or incomplete information are liable for rejection.
5. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/ completion value of Rs. 7.65 lakh and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
6. The contractor must have qualified and experienced professionals in the respective discipline.
7. The applicant must have successfully completed the work according to the eligibility criteria mentioned in paragraph - A.
8. The Earnest Money Deposit of Rs. 38,500/- (Rupees thirty eight thousand five hundred) only by electronic mode of fund transfer, i.e. RTGS/ NEFT shall be submitted along with the Technical Bid (Part -2).
9. In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded as indicated at clause 33 of Section-C of Tender Document. In case of unsuccessful bidders, the EMD will be refunded. The EMD/ SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute/ complete the works satisfactorily, NABARD reserves the right to forfeit the EMD/ SD. Any tender not accompanied by the EMD will be rejected.
10. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately in a sealed envelope as Part -3.
11. Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.

12. The basic rate means the market price of the items (i.e. price after discount inclusive of GST at shop). The contractor has to submit the bill of authorized dealer from whom procurement of material is done by the contractor in respect of items for the basic rate has been mentioned in the Price Bid. The permissible variation in basic rate will be 5% in the mentioned value beyond that necessary deduction/extra payment will be made to contractor as applicable.

C. GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
5. Materials used should conform to relevant BIS/International Codes.
6. Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and/ or in case of any discrepancy, the decision of NABARD will be final.
7. The items not covered in the Schedule of Quantities of the Contract Document shall be paid at APWD rates /DSR rates / the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP (which include IT) plus Works Contract Tax plus GST as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
8. Income Tax, Works Contract Tax and other taxes etc. as applicable will be deducted from total payment due to the Contractor.
9. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and/ or experience in their trade.
10. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him.

11. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
12. The entire work is required to be completed as specified in the tender.
13. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
14. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
15. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
16. The Contractor or his authorized representative should visit the site frequently as required by NABARD and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
17. The contractor should engage qualified technical personnel/ supervisor in respective Engineering field/s to supervise the work on daily basis as per the specifications and instruction of the Bank's Engineer. The supervisor shall maintain daily log book for the work done at site flat wise and get it certified on weekly basis by the Bank's engineer. The supervisor has to ensure that the work is being undertaken as per the bar chart/ work schedule submitted at the time of acceptance of work. Weekly report of the work status is required to be submitted by contractor that shall be followed by review of work on site/ NABARD Office.
18. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover (All Risk Policy or Third Party Insurance) in the event of any damage to men or material, injury/ damage or death as the case may be, caused directly or indirectly due to

the negligence of the Contractor or his agents and/ or his employees, or workmen. The decision of NABARD in this regard shall be final and binding.

19. The Contractor shall indemnify the Employer against any losses as per format given at Annexure B.
20. Any act of indiscipline/ misconduct/ theft/ pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and/ or terminate the Contract forthwith, if necessary.
21. In case of any default or failure on Contractor's part to comply with all/ any one of the Terms/ Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/ s from dues otherwise payable to Contractor and/ or by taking recourse to appropriate recovery proceedings.
22. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
23. The Contractor should not at any time do, cause or permit any nuisance on the site/ do anything which shall cause unnecessary disturbances or inconvenience to the occupants/ visitors at site or near the site of work.
24. The contractor by his own expenses and risk shall shift furniture, wall pictures/ frames, fire extinguishers, clocks, other fixtures etc. if any in the area of work carefully and without any damage to a convenient place under intimation to the Bank for the convenience of work and shall reinstall the same in old place after completion of the work.
25. The work should be carried out with least inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
26. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. However, NABARD may assist the Contractor in respect of any liaison with the Municipal or any other authority for necessary approval/ permission with regard to the construction/ maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.

27. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor. The EMD of the contractor will be forfeited.
28. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
29. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any 'T & P' and materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, and maintain all the scaffoldings, jhulla, T & P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
30. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
31. Any defect which may appear within the **Defect Liability Period** after the Virtual completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.
32. The Earnest Money Deposit/ Security Deposit (SD) consisting of EMD and RMD will not bear any interest. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender, or if the Contractor fails to execute/ complete the works satisfactorily, or if the contractor commits breach of any of the terms and conditions of the contract, NABARD has the right to forfeit the EMD/ SD. This forfeiture is independent of the liquidated damages provided for the contract. Any Tender not accompanied by the EMD will be rejected. The EMD of all the unsuccessful tenderers will be refunded.
33. Security Deposit:
In addition to EMD, Security Deposit/ Retention Money Deposit (RMD) shall be deducted @ 5% of the value of work done from every bill and shall be refunded after expiry of defects liability period of one year after the date of virtual completion of the work provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. The EMD of successful contractor shall be adjusted within

the security deposit in the final bill or refunded after completion of work. No interest will be paid on EMD, Security Deposit/ Retention Money. No mobilization advance will be given to contractor.

34. Defects Liability Period:

Two (2) years from the date of Virtual Completion of works certified by NABARD.

35. Validity of Tender Rates:

3 months from the date of opening of Price Bid.

36. Liquidated Damages:

0.25% of the accepted Tender Value per week or part of the week subject to a maximum of 5% of the value of work

37. Payment:

The contractor shall be entitled to receive payments on submission of interim bills of amount more than Rs. 15.00 lakh only during execution of work. The contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with NABARD at site in the Measurement Book (MB). This is not only to regulate correctness of quantity but also to facilitate expeditious clearing of the bills. The interim bills submitted by the contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, TDS, Work Contract Tax etc. as applicable.

We accept all the above Terms and Conditions in all respects without any reservation.

Place: _____

Date: _____

Name and Seal: _____

D. SPECIAL CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay/ loss in post or non-receipt of Tender Documents.
4. Bids submitted by un-authorized agents and FAX/ Telex/ Telegraphic bids shall not be entertained/ considered.
5. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
6. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.
7. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines, scaffolding etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
8. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.
9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional/ deviational tenders may be rejected without making any reference to the Tenderers.
10. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
11. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- a. When there is a difference between the rates in figures and in words the rate which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
12. No advance shall be paid towards mobilization and cost of materials.
13. 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 insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer. 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 of the amount of issued work order** for this work for his persons employed at site and for third party. 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. Policies should be taken in the joint names of NABARD and the Contractor for which first name should be NABARD. 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. The contractor at his cost and risk should shift/ displace the Bank's furniture/ fixtures etc. as per the needs to facilitate the job during the time of work and should re-shift the goods at its initial place without any damage.

14. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
15. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
16. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the NABARD's Engineer.
17. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.
18. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
19. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.
20. NABARD reserves the right to accept/ negotiate/ reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
21. NABARD also reserves the right of supersession of any of the conditions, stipulated in the Tender Document.

22. Rates quoted by the contractor shall be as indicated in the tender and may be extended further with mutual consent of NABARD and the contractor.
23. The quantities given in the tender are approximate. However the payment shall be made on the basis of actual measurements taken on site and in conformity with C.P.W.D. Specification and B.I.S Codes. It is clarified that all quantities are subject to change and no claims whatsoever on this behalf shall be entertained.
24. All disputed or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators:

- a. Retired High Court/ Supreme Court judge who has experience in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers
- d. Eminent Retired Chief Engineer from State/ Central PWD/ Public sector undertaking of good reputation and integrity
- e. Fellow of the Indian Institute of Architects

The contractor shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties. Subject to aforesaid the provisions to the Arbitration Act, 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause. The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

DECLARATION BY THE CONTRACTOR

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

Place: _____

Date: _____

(Signature of the Tenderer)

Address: _____

Name and Seal: _____

E. TECHNICAL SPECIFICATIONS

Name of Work: Tender for construction & commission of tube well including supply & installation of Mechanical & electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well by direct rotary method of drilling for NABARD, Assam Regional Office.

1.0 INTRODUCTION

The National bank for Agriculture and Rural Development (NABARD) has been established by an Act of Parliament in the year 1981. It is an apex regulatory body for overall regulation of regional rural banks and apex cooperative banks in India. Bank intends to dig a deep tube well in Plot no.-4 Staff Quarters premises located at Swahid Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati-781006.

Pin pointed Coordinates for the tube well to be drilled is - **North Latitude 26°08'36" & East longitude 91°47'43"**.

2.0 SCOPE OF WORK

The scope of work included in this tender shall include (but not be limited to) construction and commissioning of tube well including supply and installation of mechanical & electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig in campus of NABARD Staff Quarters, Assam RO located at Swahid Dilip Huzuri Path, Sarumotoria, Dispur, Guwahati-781006 and any other services not covered above but required in totality for overall completion of work as per the direction of Bank as per the scope of work, BOQ and specified in condition of contract & elsewhere.

Tenderer is required to bore the hole and construct the tube well upto the depth of meeting the desired water table or upto the depth as per the written instructions of Engineer-in-charge from natural ground level.

All machinery / equipment, drilling accessories, material & POL etc required for said work including their shifting & carriage to site shall have to be done by bidder at his cost and his quoted rate shall be inclusive of this cost.

Agency is required to back fill the bore hole drilled by them upto ground level, in case it is required by the Bank to be abandoned.

2.1 DRILLING OF TUBE WELL

The pinpointed location should be drilled by deploying a suitable DTH rig, down to full bore hole depth / depth required as per instructions of Engineer-in-Charge, till a sufficient rich aquifer of 20 – 40 meters is obtained. The job includes fabrication of liner Assembly, providing & shrouding of Pea shaped Gravel, deploying and shifting of rig and its accessories, erection and leveling of Rig machine, loading / unloading of material of all types, design and fabrication of fishing tools and fishing operations if required.

The rate quoted for above job shall also include cost of POL's, welding electrodes, providing of water required during drilling, M.S. Flat strips consumables, labour, watch and ward, tools and tackles, taxes, duties, transportation and all types of hire charges of any machinery and equipment, if required. The job consists of drilling of bore hole of suitable diameter throughout, and lowering of Liner Assembly consisting of blind and strainer pipes of 300/250/200 mm dia as per the details mentioned in BOQ to suite requirements and conditions of the geological strata pipe which shall be packed (if required) by the specified gravel as per IS: 4097 of 1967 with upto date amendments for pea shaped gravel packed tube wells.

The top weathered residuum/collapsing part should be cased with blank M. S. Casing Pipe 200/300 mm diameter until fresh rock is encountered. Bore well below the weathered portion should be left naked to facilitate free flow of groundwater to well.

The rate quoted for job includes making arrangement for sieve analysis of the strata collected from the site after every 3 meters of drilling, as per the decision of Engineer-in-charge of the site.

The job shall be undertaken on turnkey basis and contractor shall be responsible for finishing the tube well as a Production Well which covers and includes making of all types of arrangements required for drilling a successful tube well, even if the same are not mentioned in the scope of work, but are required for successful completion of the well as a Production Well.

Note: Before tendering, the tenderer is required, in his own interest and at his own expenses to visit the site and acquaint himself fully with the site conditions and other details connected with the work. Later on at any stage, Bank shall not accept any claims etc. of what so ever from the tenderer arising out of any confusion to him.

2.2 SHROUDING OF TUBE WELL (if required)

The liner assembly is to be shrouded with gravel of specifications selected on the basis of sieve analysis, as per IS code 4097 of 1967 with latest amendments, all around the liner assemble and all consist of hard quartzite or other suitable material with an average specific gravity of not less than 2.5. The gravel shall not contain more than 2% by weight of thin flat or elongated pieces. The quartzite shall be sub rounded to rounded grains of minimum angular features. The gravel shall be free from impurities such as clay, dirt, sand, loam. Metallic and organic material. The porosity of gravel, when laid as pack, shall not be less than 25%. The size of gravel shall be determined after analysis of particle size through sieve analysis as per IS 4607 of 1963. The gravel shall have to done as per the directions of Engineer-in-charge.

2.3 DEVELOPMENT AND STABILIZING OF TUBEWELL

The tube well shall be developed first with Air compressor of suitable capacity to get the water free from sand/clay particles and further development of the tube well shall be done as per decision taken by the Engineer-in-charge. The development and stabilization of tube well shall be done with over pumping (or high velocity jotting, whichever recommended according to IS 1189 : 1985) by vertical turbine pump. The method of the development shall be as per IS 1189 : 1985 with latest amendments, to get sand / silt free discharge. Final yield test shall be conducted with vertical turbine pump where final water level is up to 50 mtr and with submersible pump where final water level is beyond 50 mtr. The water yield from said drilled bore hole shall be got tested at Govt. approved testing lab / agency (NABL Accredited) and all arrangements for said water testing including payment of testing charges shall be made by tenderer at his own cost and shall be included in his quoted rates. The contractor shall arrange D.G. set / power connection etc. required during development of boring / stabilization process.

2.4 Back shifting & removal of unused/unconsumed material from site and making the site hazard free.

2.5 REPORT

A detailed Draft Report for carrying out the tube well work, covering details of Laboratory Tests, Field investigations and recommendations shall be submitted in two hard copies along with soft copy in CD / Pen drive.

After scrutiny and comments by the Engineer in Charge, a Final Report incorporating the comments shall be submitted in three hard copies along with soft copy in CD / Pen drive.

2.6 CODES AND STANDARDS

The work shall be carried out strictly in accordance with CPWD specifications / relevant BIS code & as per direction of Engineer in Charge.

2.7 SPECIFICATIONS

- a) The work under the contract shall be carried out in accordance with the schedule of items of work and the general conditions and other provisions of the tender.
- b) The work in general shall be carried out as per latest CPWD specifications New Delhi for Civil Works (updated with correction slips issued upto last date of submission of tender) and latest CPWD specification New Delhi for electrical works (updated with correction slips issued up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item or in the particular specifications of concerned items of works.
- c) For items not covered under latest CPWD specification, for (Civil Works) / latest CPWD specification for Electrical Works and in particular specification or nomenclature of the individual item as above, the work shall be done as per latest relevant BIS codes of practice.
- d) In case, specifications are not covered under above paras, the work shall be carried out as per the provisions of technical specifications given in Vol. II B.
- e) In case of non-availability of any specification in the above paras or any overlapping provisions, non-clarity on any issue, applicability of particular provision out of above, shall be decided by Engineer-in-Charge whose decision shall be final & binding on the contractor.
- f) The contractor is responsible for executing and completing the work in accordance with the specified standards and specification and as per requirements of the Bank. Construction quality control is intended to provide a comprehensive common and consistent framework of quality control which is comprised of two main elements.
 - Testing
 - Inspection
- g) The contractor shall be responsible for the types of test to be carried out, frequency of testing and stage of testing as stipulated in Indian Standards / CPWD Specifications for relevant works.

The cost of all these tests shall be deemed to be included in the item rates quoted by the contractor.

2.8 REMOVAL OF VEGETATION

The contractor shall clear all vegetation and rubbish etc. from the site as may be required to carry out the tube well work and dispose them suitably in areas as per direction of Engineer in Charge. No additional amount will be paid to the contractor for this purpose.

3.0 QUALIFICATION OF TENDERERS

The bidders are required to fulfill all the eligibility criteria as stipulated in NIT documents and elsewhere in the Tender documents. The price bid of bidders who fulfill the eligibility criteria as per evaluation of Bank shall only be opened. The decision of Bank in this regard shall be final & binding on the bidders.

Bank reserves its right to take appropriate action including disqualification of bidder (s) as may be deemed fit and proper by Bank at any time without giving any notice to the contractor in this regard. The decision of Bank in the matter of disqualification shall be final and binding on the bidders.

Bank reserves the right to independently verify the performance of the bidder from the existing owners / users / owners' consultants. In case tube well work executed by tenderer is found to be performing unsatisfactorily, Bank reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying requirements.

In such circumstances, the bidder shall have no claim on Bank of whatsoever nature.

4.0 VALIDITY OF TENDER

The bid shall remain valid for acceptance for a period of ninety days (90) from the date of opening of Price Bid of tenders. The earnest money of such tenderer will be forfeited without any prejudice to any right or remedy, who withdraws his tender during the validity period or who changes his offer to his benefits, as same is not acceptable to Bank. The validity period may be extended on mutual consent.

5.0 SITE VISIT

The contractor is expected to visit the site. The contractor shall be deemed to have full knowledge of site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

Before bidding, the bidder, at his responsibilities, risk and expenses, should visit the site to ascertain nature of soil, local site conditions such as the working & other constraints at site, approach road to the site, availability of electricity & water at site, applicability of taxes, duties and entry taxes etc. and satisfy himself as to the conditions prevalent at the site.

On submission of Bid, the bidder shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract.

6.0 ASSURED WATER SUPPLY

As per the recommendation report of Ministry of water resources, Central Ground Water Board, North Eastern Region, Guwahati, received vide letter dtd. 10 August 2020 (copy enclosed) the area under reference is found feasible for construction of tube wells. Drilling should be carried out by deploying DTH rig and should be carried down 200m below ground level or till attaining the water bearing strata of about 40m thickness whichever is earlier.

Rig may be deployed at the site (**North Latitude 26° 08'36" & East longitude 91° 47'43"**)

Payment to the contractor shall be released for assured water supply only.

7.0 WATER AND ELECTRICITY

The Contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The Contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

8.0 Contractor should arrange the GPS instrument for pin pointing the drilling site and the location must be earmarked.

9.0 Rig machine shall be deployed at site within 05 days of issuance of work order.

10.0 The tenderer must be well equipped with drilling units suitable for drilling for suitable diameter hole in collapsible strata, conglomerate, boulders, gravel, pebbles, slit, clay and rock formations etc.

11.0 The contractor shall arrange for all components of machinery, equipment, drilling rig, support vehicles, tools, tackles and consumables such as electrodes, water, electricity, labour and P.O.L's and shall not stop the work on any pretext including delayed payments of dues.

12.0 Any other job required during the drilling/development/testing of tube well fishing tools, refilling of cavities or any other modifications etc. shall be the responsibility of the contractor and no extra payments shall be made for these works.

13.0 Liner assembly shall be lowered only as and when the same is approved by the EIC.

14.0 Tube well shall be gravel packed (if required) shrouded with pea shaped gravel of required size during lowering of liner assembly and development of the tube well. The gravel pack shall be as per IS 4097 : 1967 with upto date amendments.

15.0 Anchoring of the liner assembly shall have to be done using 2 nos. parallel ISMB-250 of 5 mts length each and cross members & M.S. Angle 40x40x6mm with M.S. plate of 10 mm thickness welded over the joists and liner assembly with central hole of 12.5", also providing of 2 nos. cement concrete block (1 no. each at both ends of R.S. joist) of size 1.00mtr x 1.00mtr x 1.00mtr.

16.0 Sieve analysis of the strata collected from the tube well shall be conducted in presence of the Engineer-in-charge.

17.0 Liner assembly shall be capped and welded with cap fabricated out of M.S. plate after yield testing of the tube well.

18.0 Anti rust coating shall be applied after cleaning of the liner assembly and before lowering in the drilled tube well.

19.0 The water testing shall be got done at approved Govt. testing lab / agency (NABL accredited) and all necessary arrangements including payment of testing charges shall be made by tenderer at his own cost included in his quoted rates.

20.0 The contractor shall clear the debris, earth & dismantled material from the site of work / premises on completion of work & leave the premises in proper conditions to the satisfaction of the department.

21.0 The rig units must be equipped with all tools / tackles / fixtures / accessories etc. necessary for assembling and disassembling of the equipment and for successful drilling of the hand pump bore.

22.0 GUARANTEE:

The work executed by the contractor shall be of high quality workmanship.

During guarantee period if any defect is found in any part of the job which may have caused due to bad workmanship, use of inferior material or otherwise in the opinion of the Bank, any repair and replacement are required to be made, the contractor shall remove the defect/conduct repair at his own cost within a period of 10 days from the date of issue of notice by the Bank to the contractor. In the event of failure on the part of the contractor to remove the defects or repair the defective material within the stipulated period, the Bank may get the defects removed or repaired conducted by any other agency and the extra cost so involved shall be recovered from the contractor.

23.0 ENGAGING OF LABOUR

The contractor shall not engage any workman below the age of 18 years.

24.0 Any typographical mistake or omission in the tender shall be subject to correction.

25.0 In case of depleted discharge, yielding of sandy / muddy water, the re- development will be done by the firm during defect liability period of two years.

26.0 ROAD PERMIT AND LICENSE

Road permit for transportation of plant & machinery across state border shall not be issued by Bank and will have to be arranged by contractor on his own. Entry tax & Transit Insurance etc of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

The contractor shall arrange for obtaining the license and clearances for the operation (if required) from the local authorities and statutory bodies at his own cost & nothing extra shall be payable.

27.0 Transportation facility at site for the plant & equipment etc and agency's personnel shall not be provided by Bank. Transportation of machinery/ equipment/ agency's personnel upto site and further shifting of machinery upto tube well location shall be arranged by agency at their own cost.

28.0 VARIATION IN TAXES, DUTIES, LEVIES & IMPOSITION OF NEW TAXES ETC

i) The bid price shall be inclusive of all taxes including work contract tax / VAT/GST/ Labour Cess or any other tax levied on the transfer of property and goods involved in the "Works Contract" in accordance with the relevant Act in the State Act and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven days prior to last date of bid submission shall be included in the price bid. In case of any variation in the rates of tax after this date, the same shall be paid / recovered from the contractor subject to the submission of documentary evidence and proof of having made the payment at the revised rate.

ii) The Bid Price shall also be inclusive of Service Tax, if applicable on Construction Services as per the rates prevailing as on seven (07) days prior to the last date of submission of tender (including abatement as applicable). In case of any variation in the rate of Service Tax, after this date, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition / deduction to the Contract Price.

iii) If a new tax, duty or levy is imposed under statute or law in India after the date seven (07) days prior to the last date of submission of tender and the contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid / payable under price variation provision of the Contract.

iv) The payment / reimbursement of statutory variations in the rates of tax and / or of new tax, duty or levy imposed under statute or law in India as per para (i), (ii) & (iii) above, would be restricted only to direct transaction between the Bank and the Contractor.

v) Rates shall remain firm till completion of entire works and shall be inclusive of all taxes, entry tax, duties, VAT/ WCT/GST, Labour Cess and other levies etc as applicable.

29.0 COMPLETION PERIOD

The time for carrying out tube well work at site will be 21 days. The date of start of contract shall be reckoned from the date of issue of Work order.

30.0 ESCALATION

No escalation on account of material, labour, fuel & tool and tackles etc. involved due to any reason, shall be entertained.

31.0 TOOLS & TACKLES, SAFETY AND PRECAUTIONARY MEASURES

All equipment, plants, tools and tackles shall be arranged by the contractor for carrying out the tube well work complete in all respects. Similarly all safety and precautionary measures such as reptile repellents, insecticides etc. as required shall be arranged by the Contractor.

The agency shall make all necessary safety arrangement at site.

32.0 QUANTITY VARIATION

The Quantities and locations mentioned in the BOQ are tentative and are subject to variation both on lower as well as on higher side. However, the quantity actually executed at site shall be paid as per contract provision without any variation in the rates.

33.0 In case the performance of the contractor/ agency is found unsatisfactory, the work order / contract shall be terminated by the Bank at any time by giving two days' notice in writing for the non-performance or any default and violation of the terms of the contract by the Agency.

34.0 The Contractor shall follow all rules & regulations of Labour laws and other statutory requirements.

35.0 The Bank will not be responsible for the delay/ stoppage of work and losses, if any, suffered by the Agency due to force majeure conditions like natural calamities, civil disturbances, strikes, war, etc. Bank shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by Bank to the Agency.

36.0 SAMPLES FOR APPROVAL

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

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

37.0 **SAFETY CODE**

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.

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

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

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

Date:

Signature of tenderer

Place:

Name, Address & Seal

F. LIST OF APPROVED MAKE OF MATERIALS/ TRADE

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

| Sr . No. | Material | Brand |
|---------------------|-------------------------------------------------------------|-----------------------------------|
| 1 | MS Pipe/ slotted pipe | Jindal, TATA, Prakash Surya |
| 2 | GI Pipe | Jindal, TATA, Prakash Surya |
| 3 | uPVC pipe (heavy duty) | Supreme, Finolex, Astral Pipe |
| 4 | Submersible pump set (5 HP) | Kirloskar, Grundfos |
| 5 | Electrical panel board | L&T, Siemens, Schneider electric |
| 6 | MCCB/ MCB | L&T, Siemens, Schneider electric |
| 7 | HT/LT ALAR XLPE Cable | Havells, Polycab, Finolex |
| 8 | PVC insulated copper conductor | Skytone, havells, Polycab |
| 9 | Mater and instrument selector switches, CT indicating lamps | Rishline (L&T), AE, Kappa. Kaycee |
| 10 | Cable Lugs | Comet, Dowells, Multi |
| 11 | Cable glands | Comet, Dowells, Multi |

G. INFORMATION TO BE FURNISHED BY THE CONTRACTOR

| | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Name, registered address and phone numbers | : | Attach documentary proof |
| 2 | Addresses and phone numbers of Branches in India | : | use separate sheets as attachment |
| 3 | Whether Registered as a contractor to any Govt./ Private Body? Mention the registration Number and year of registration | : | Attach documentary proof. |
| 4 | Experience as contractor (give number of years) | : | |
| 5 | Organizational set up of the firm including names, qualifications and experience of partners/ associates and staff | : | Details to be furnished in the prescribed proforma (Statement I) |
| 6 | Important major contracts completed in similar types of work (value of the contracts having individual value of Rs. 7.84 lakh and above only). The full postal address of the clients including their contact telephone numbers. | : | Details to be furnished in the prescribed proforma (Statement II) (Copy of completion / Performance certificate With to be submitted) |
| 7 | Important major contracts in similar types of work (value of the contracts having individual value of Rs. 7.84 lakh and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment. | : | Details to be furnished in the prescribed proforma (Statement III) (Copy of Work Order & BOQ to be submitted) |
| 8 | Experience in waterproofing and roof tiling | : | Detailed description to be submitted in a separate sheet |
| 9 | Turnover of the firm during last 3 years (ending 31.03.21). Copy of IT return for the last 3 years may be furnished. | : | Copy to be submitted |
| 10 | PAN No. | : | Attach documentary proof. |
| 11 | GST No. | : | Attach documentary proof. |
| 12 | Pre Contract Integrity Pact (Part-I) | : | duly filled and signed on Rs. 200/- Non- Judicial Stamp Paper |

Signature of the applicant with full address and office seal

Note: Statement I, II & III are enclosed.

STATEMENT – I

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

| Sr. No . | Nam e | Ag e | Qualificatio n | Experienc e | Nature of works handle d | Nature of the assignment s handled | Date from which employed in the present organizatio n |
|-------------------------|------------------|-----------------|---------------------------|------------------------|-------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

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

Signature of the applicant with full address and office seal

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

STATEMENT - II

List of important contracts executed by the contractor in the last 7 years*

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

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

** **Mention the assignments where value of works costing Rs. 7.84 lakh and above only**

*** **Attach clients' certificates**

Signature of the applicant with full address and office seal

STATEMENT - III

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

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

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

** **Mention the assignments where value of works costing Rs. 7.84 lakh and above only**

*** **Attach clients' certificates**

Signature of the applicant with full address and office seal

ARTICLES OF AGREEMENT

ANNEXURE-A

(On Rs 200/- Non- Judicial Stamp Paper)

ARTICLES OF AGREEMENT made on this day of (month) (year)

BETWEEN

The National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “Employer”) and having its Head Office at C-24, G-Block, BandraKurla Complex, Bandra (E), Mumbai– 400051 and Regional Office at NABARD, Assam Regional Office, G. S. Road, Dispur, Guwahati- 781006 of the one part

AND

M/s (hereinafter called “Tenderer” or “Contractor”) and having its registered office at, Guwahati- of the other part.

WHEREAS the Employer is desirous of getting executed the work of “construction & commission of tube well including supply & installation of Mechanical & electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.
4. This contract is an item rate contract for carrying out the work of “construction & commission of tube well including supply & installation of Mechanical & electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
5. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.
6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor/ agency at its sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit/ loss of opportunity to work from the Employer.
7. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within 30 days as prescribed in the tender, which shall be reckoned from the 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
10. That all the parts of this contract have been read and fully understood by the tenderer.

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

Signature Clause

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

(Name & Designation)

In the presence of:

Witness 1

Signature:

Name:

Address:

Witness 2

Signature:

Name:

Address:

SIGNED AND DELIVERED by the Bidder

(Name & Designation)

In the presence of:

Witness 1

Signature:

Name:

Address:

Witness 2

Signature:

Name:

Address:

INDEMNITY BOND

ANNEXURE-B

Know all men by these presents that I, of M/s do hereby execute Indemnity Bond in favour of

National Bank for Agriculture and Rural Development (NABARD), having their Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai– 400051 and Regional Office at NABARD, Assam Regional Office, G. S. Road, Dispur, Guwahati- 781006

And

M/s having their registered office at , Guwahati on this day of 2023.

Whereas NABARD has appointed M/s as the Contractor for their proposed work relating to “construction & commission of tube well including supply & installation of Mechanical & electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office”.

THIS DEED WITNESSETH AS FOLLOWS:-

I/ We, on behalf of M/s hereby do indemnify to keep NABARD and its Employees harmless against and from

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, for our negligence, faulty construction and/ or for violating any law, rules and regulations in force, for the time being while executing/ executed works by me/ us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/ us or any of our sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ ours or of sub-contractor/s, if any, under the Workmen Compensation Act, 1923 and Employers Liability Act, 1938 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 M/s has set their hands on this day of 2023.

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

Signature

IN THE PRESENCE OF WITNESSES:

1. Name & Signature:

2. Name & Signature:

VIRTUAL COMPLETION CERTIFICATE

ANNEXURE-C

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

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

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

Signature of the Contractor:

Place:

Date:

Name:

Address:

Seal:

Bid submission & Conformity Letter

Note: This Bid Offer Covering letter should be on the letterhead of the Bidder and should be signed by an authorized person.

Date--/--/2023

The Chief General Manager

National Bank for Agriculture and Rural Development
Assam Regional Office
G. S. Road, Dispur, Guwahati- 781006

Dear Sir/ Madam,

Subject: Response to Ref. No.NB.Assam/DPSP/NIT/ /tube well/2022-23 Date:07 February 2023 for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

2.0. We, the undersigned bidder, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the Tender document referenced above and submit the Technical bid and commercial bid inside separate envelopes in prescribed formats as per requirement.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for entire project period and extended project period if any.

We further confirm that, until the Purchase Order is accepted, this Bid, together with NABARD's written acceptance thereof and the notification of Award shall constitute a binding Contract between us.

We also understand that we do not have any option to raise any objection against any of the said processes defined in the RFP in any future date.

We understand and accept that NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that the Bank is not bound to accept the lowest or any Bid received.

Thanking you,

Yours sincerely,

Signature of Authorised Signatory

Name of Authorised Signatory

Designation

Name of the Organisation

Seal

Part – 3

Price Bid

National Bank for Agricultural and Rural Development

Assam Regional Office

G. S. Road, Dispur, Guwahati- 781006

Tel.: 0361 2313228 * Fax: 0361 2235657

Email: guwahati@nabard.org * Website: www.nabard.org



Tender for construction & commission of Tube Well including supply & installation of Mechanical & Electrical equipment and related pipeline by way of carrying out deep drilling, development & stabilization of tube well using a suitable DTH rig for NABARD, Assam Regional office.

Name of the Tenderer: _____

Address: _____

BILL OF QUANTITIES FOR CONSTRUCTION & COMMISSION OF TUBE WELL INCLUDING SUPPLY & INSTALLATION OF MECHANICAL & ELECTRICAL EQUIPMENT AND RELATED PIPELINE BY WAY OF CARRYING OUT DEEP DRILLING, DEVELOPMENT & STABILIZATION OF TUBE WELL USING A SUITABLE DTH RIG FOR NABARD, ASSAM REGIONAL OFFICE

| Sr. No. | Description of work | UNIT | Quantity | Rate in Rupees (Rs.) | | Amount |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------------------|---------------|--------|
| | | | | RATE IN FIGURE | RATE IN WORDS | |
| 1 | Preparation of site for placement of the drilling rig including excavation of mud pit, circulation drain, collection chamber etc. all complete as directed. 1 x 1 = | No. | 1.00 | | | |
| | AMOUNT IN WORDS: | | | | | |
| 2 | Movement of Rig to the drilling site including cost of P.O.L. all complete as directed. 1 x 20.00 = | KM | 20.00 | | | |
| | AMOUNT IN WORDS: | | | | | |
| 3 | Transportation of all ancillary equipment, camp materials, welding set, rig accessories | KM | 20.00 | | | |

| | | | | | | |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------|--|--|--|
| | etc. including cost of P.O.L. all complete as directed. (a) Upto 100.00 KM distance from the site 1 x 20.00= | | | | | |
| | AMOUNT IN WORDS: | | | | | |
| 4 | Transportation of all store materials like pipe, strainer, cone socket, clamp, bentonite etc. including cost of P.O.L. all complete as directed. (a) Upto 100.00 KM distance from the site 1 x 20.00 = | KM | 20.00 | | | |
| | AMOUNT IN WORDS: | | | | | |
| 5 | Transportation of of air compressor of Kirloskar make 540 CFM, 10.50 kg/sq. cm. with all accessories including cost of P.O.L. all complete as directed. (a) Upto 100.00 KM distance from the site 1 x 20.00 = | KM | 20.00 | | | |
| | AMOUNT IN WORDS: | | | | | |

| | | | | | | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--|--|--|
| 6 | <p>Transportation of P.O.L. all complete as directed.</p> <p>Considering 12.0 lt/hr of operation of rig</p> <p>1 x 12 x 60.00 =</p> | 100 liter | 720.00 | | | |
| | AMOUNT IN WORDS: | | | | | |
| 7 | <p>Providing water supply facilities at drilling site all complete as directed.</p> <p>(b) By providing private water tanker</p> | Each | 1.0 | | | |
| | AMOUNT IN WORDS: | | | | | |
| 8 | <p>Drilling with drill bit in overburden portion of soil formation including collection of soil sample at every 3.0 m depth wherever there is a change of strata, in sample boxes with distinguishing marks upto the depth of rock formation and withdrawing the drill bit for lowering casing with 245 mm to 300 mm dia drill bit etc all complete as directed</p> <p>1 x 20.00 =</p> | Meter | 20.00 | | | |
| | AMOUNT IN WORDS: | | | | | |
| 9 | Casing / sinking/ lowering of 200-300 mm dia MS pipe | Meter | 21.50 | | | |

| | | | | | | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|--|--|--|
| | including cost of pipe and labour charge for casing , welding of joint by welding machine and sinking by drilling rig in portion, etc all complete as directed by EIC. 1 x 21.50 = | | | | | |
| | AMOUNT IN WORDS: | | | | | |
| 10 | Drilling with drilling rig using D.T.H. hammer in all kinds of rock formation including collection of sample at every 3.0 M depth of boring or wherever there is a change of strata in sample boxes with distinguishing marks upto a required depth of boring along with breaking rock fracture for desired discharge, withdrawing drilling rod and finishing the borehole by ramming upto a required dia minimum 200 mm dia upto the bottom and washing the well as per direction of Bank's EIC all complete including testing of yield and drawdown of SWL of the DTW in presence of EIC with submission of all report and lithology of well as directed by the department. 1 x 478.50 = | Meter | 478.50 | | | |
| | AMOUNT IN WORDS: | | | | | |

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|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|--|--|--|
| 11 | <p>Supplying, fitting, fixing MS clamp of size 10 mm thick and 100 mm width having projection of 200 mm and 2 holes of 20 mm dia for clamping the plate 16 mm dia hexagonal nut bolt of length 75 mm and nuts on the both sides encircling the column pipe including two coat enamel paint over one priming coat of different dia all complete as directed as specified.</p> <p>c) 200 mm dia</p> <p>1 x 2 =</p> | Pairs | 2.00 | | | |
| | AMOUNT IN WORDS: | | | | | |
| 12 | <p>Supply and laying of following size PVC/XLPE insulated and PVC sheathed 1.1 KV G Solid Aluminium conductor up to 10 sq. mm. balance stranded conductor , XLPE insulated, cores laid up, PVC tape inner sheathed , Armour (Aluminium for single core up to 70 sq. mm. balance Aluminium strip, Galvanised for cables up to 2 x10 sq. mm. 3 x 10 sq. mm. 4 x 6 sq. mm. balance all galvanised steel strip), extruded PVC type ST2 sheathed , 650 /1100 V grade as per IS 7908 (Part -I) 1988 armoured U.G. cable</p> | Meter | 40.00 | | | |

| | | | | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|--|--|--|
| | laid in ground / partially in air (as required for termination over ground including excavation of cable trench up to depth of 75 cm, refilling, protective brick covering, sand cushioning etc. complete handling of surplus spoil , debris etc. to proper place as specified and directed by the department. (Havells /Polycab / Finolex make) 16.00 sq. mm. 4 core armoured U.G cable 1 x 40= | | | | | |
| | AMOUNT IN WORDS: | | | | | |
| 13 | Supplying, installation, testing, and commissioning of water lubricated pump set with bronze impeller of suitable diameter with suction strainer , non-return valve, delivery piping up to sluice valve above ground level all complete. Three/ single phase Submersible motor pump set suitable for 100 mm bore well and above. 5 HP Stage 14 to 50 with MCB controlled Submersible motor pump set, control panel including supply of column pipe , non-return valve , electrical cable of adequate cross section [PVC 3 core flat | Set | 1.00 | | | |

| | | | | | | |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------------|--|
| | submersible cable to IS:694/1990 (b) 2.5 sq. mm. (36/0.30)], clips electrical switch gear (starter) etc all complete as specified and directed by the department. Discharge of the pump 150 LPM Design head : As per site requirement Quantity : 1 set 1 x 1 = | | | | | |
| | AMOUNT IN WORDS: | | | | | |
| | | | | | Total = | |
| | TOTAL AMOUNT IN WORDS | | | | | |
| | GST @ _____ = | | | | | |
| | GRAND TOTAL = | | | | | |
| | GRAND TOTAL IN WORD | | | | | |

N. B.: Quantity against the items mentioned in Sl. no. - 1 to Sl. no. – 7 are fixed, which can not be exceeded at any circumstances.

Place:

Date:

Name, Seal & Address of the contractor:

5. CHECKLIST FOR DOCUMENT SUBMISSION :

| Sr. No. | Certificates / Documents | YES / NO |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1 | Name, registered address and phone numbers | |
| 2 | Addresses and phone numbers of Branches in India | |
| 3 | Whether Registered as a contractor to any Govt./ Private Body? Mention the registration Number and year of registration | |
| 4 | Experience as contractor | |
| 5 | Organizational set up of the firm including names, qualifications and experience of partners/ associates and staff | |
| 6 | Important major contracts completed in similar types of work (value of the contracts having individual value of Rs. 7.84 lakh and above only). The full postal address of the clients including their contact telephone numbers. | |
| 7 | Important major contracts in similar types of work (value of the contracts having individual value of Rs. 7.84 lakh and above only) on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment. | |
| 8 | Experience in waterproofing and roof tiling | |
| 9 | Turnover of the firm during last 3 years (ending 31.03.21). Copy of IT return for the last 3 years may be furnished. | |
| 10 | PAN No. | |
| 11 | GST No. | |
| 12 | Pre Contract Integrity Pact (Part-I) | |
| 13 | All pages/documents are stamped and signed with date by the authorized signatory of the bidder. | |

Place:**Date:****Name, Seal & Address of the contractor:**