

To

Empaneled Vendors

Empaneled under the service category General repairs/ Repainting work/ Water-proofing work/ Civil work/Interior work/Fabrication work.

Dear Sir,

NOTICE INVITING TENDER

FOR PROPOSED REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU

1. NABARD, Jammu & Kashmir Regional Office, Jammu, intends to undertake “REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU”. The Regional Office invites online offer from the empaneled contractors/firms empaneled under the service category for the same work. You are requested to submit your offer for the aforesaid work as per detailed specifications and other terms & conditions mentioned in the tender document.
2. The tender document is also available on NABARD website www.nabard.org and can be downloaded to use it for reference by interested and eligible bidders.
3. **The tenderer has to enter into Pre-Contract Integrity Pact with the Bank on Rs. 200 Non-Judicial Stamp Paper as per the format given in ‘Annexure A’ to become eligible to participate in the tender process.**
4. Properly filled tender including Technical Bid and Price Bid shall be submitted separately online duly furnishing all the required information **latest by 14:00 hours on 07 October 2022.**

5. **Technical Bid** shall contain;

Notice Inviting Tender

Pre-contract Integrity Pact duly filled and signed on Rs. 200/- Non-Judicial Stamp Paper

Form of Tender

Eligibility criteria of the contractors

Special Instructions to the contractors

General Instructions to Contractors & General Conditions

Special Conditions

Technical Specifications

List of approved makes of materials/trade

Power of attorney authorizing the person to sign the tender

General Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria

6. **Financial Bid** shall contain:

Duly Priced Schedule of Quantities

7. **Technical Bid** will be opened on the same day at 15:30 hrs on **07 October 2022** (last day of receipt of tender) or on any other date and time as intimated to the bidders in the presence of bidders representatives, shall they choose to be present.

8. **Financial Bid**

(a) shall not contain any conditions whatsoever and any Conditional bids shall be rejected.

(b) Will be opened on a suitable date, shall they choose to present.

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

The bids shall remain valid and open for acceptance for 3 months from the date of Opening of Technical Bid.

Time of Completion: The time of completion of the proposed work shall be at maximum 45 days from the 5th day of issue of work order.

Liquidated damages for delay in completion of the works will be levied at 0.5% of the value of the accepted tender for every week of delay or part thereof.

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.

10. The successful bidder shall execute an agreement with NABARD at his cost on non-Judicial stamp paper as amended in accordance with the standard format enclosed (Articles of Agreement) within 14 days from the date of issue of work order.

11. A **pre-bid** meeting will be arranged in the Conference Hall of NABARD, Regional Office, Jammu on **28 September 2022 at 11:00 hrs** in the presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders.

The contractors are requested to participate in the scheduled pre-bid meeting.

12. The contractors are advised to conduct a site survey and satisfy themselves about the overall quality of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our office or mailed to Jammu@nabard.org at least two working days prior to the date of pre-bid meeting. The clarifications given in pre-bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the rights to revise the Price Bid after pre-bid meeting, if required, and same will be uploaded on website.

Yours faithfully

S/d

(Anamika)

Deputy General Manager

**NATIONAL BANK OF AGRICULTURE AND RURAL DEVELOPMENT,
JAMMU & KASHMIR REGIONAL OFFICE, JAMMU**



**REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL
COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU**

TECHNICAL BID

Name of the Tenderer :-

Address :-

Pre – bid Meeting: 11:00 AM on **28 September 2022** at **Jammu RO, Jammu**

Time & Date of Submission of Online Tender : Up to 14:00 hrs on **07 October 2022**.

FORM OF TENDER

Shri

Date:

General Manager/Officer in Charge,
National Bank for Agriculture and
Rural Development,
Jammu & Kashmir Regional Office,
Jammu – 180012.

Dear Sir,

“REPAIRS / REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU”

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 including all applicable taxes 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

Sr. No.	Subject	Specification
a	Description of works	REPAIRS / REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU
b	Time allowed for completion of the work	The time of completion for the work shall be at maximum forty five days from the 5th day of issue of work order.
c	Retention Money Deposit (RMD)	5% from every RA bill.

3. Shall 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 RMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Banker's are:

- i) Bank:
Branch:
- ii) Type of Account: Savings / Current Account iii) Bank
Account No. :
- iv) IFS Code:

The names of partners of our firm are:

- i) ii)
- iii)

Name of the partner of the firm Authorized
to sign:

OR

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

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 shall be at least Five Lakhs Thirty Two Thousand and Five Hundred Only. ii) The bidders shall have the experience of completion of similar works during last three years ending 31 March, 2022.

The experience shall be either of the following:

- a) Three similar completed works whose individual work value is costing not less than 40% of the estimated cost of work.
 - b) Two similar completed works whose individual work value is 50% of the estimated cost of work.
 - c) One similar completed work whose individual work value is costing not less than 80% of the estimated cost of work.
- iii) The contractor/firm shall have valid registration for GST and Shop & Establishment. The contractor shall submit the copies of registration certificates for verification.
 - iv) Bidders are requested to enclose the following documents along with Technical Bid: Copies of work orders from clients for executing similar works for Central/State Government Offices/PSU/PSB/Autonomous Bodies and Public Listed Companies.
 - v) IT returns of last three consecutive financial years – 2019-20, 2020-21 & 2021-22. The bidder shall submit copies of Audited Balance Sheet/Profit & Loss A/c of the firm for the last three years (ending 31.03.2022).
 - vi) The bidder shall have B/C/D class registration for civil works.
 - vii) Intending bidders have to arrange for execution of Pre-contract Integrity Pact as per the proforma given in the tender document on Rs 200 stamp paper failing which the tender will be summarily rejected.

A. 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 Authorisation/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 starting 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 as per the clause A (ii) (a) (b) (c).
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 Para-A.
8. In case of successful bidder, 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 RMD and may impose costs amounting to 10% of the total cost.
9. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid.
10. **Price bids/Financial bids of only those contractors, qualified in the Technical bid, will be opened for selection of contractor.**

B. 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 shall be workable and reasonable and shall include incidental and all overheads and profits. The contractor shall furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates shall include all Taxes, Duties, Octroi, Levies, Wages as per Act, etc. and shall 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 shall conform to relevant 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 JKSR 2020 rates or the rates as per Rate Analysis based on the market prices supported by documentary proof with 10% towards Contractor's OHP 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, Goods and Service Tax (GST), Works Contract Tax and other taxes etc. as applicable will be deducted from total payment due to the Contractor as per the statutory requirements.
9. The contractor shall have valid License relating to his Contract and the workmen employed by the Contractor shall also have the valid License and/or experience in their trade.
10. The contractor shall arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and shall 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 nay records of the Contractor and to insist the contractor to comply with laws.
14. The contractor shall 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, have 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 shall 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 shall visit the site frequently as required by NABARD's and meet NABARD's Official/Consultant/Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
17. **The Contractor shall 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 Official/Consultant/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 Official/Engineer/Consultant. 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** (Indemnity Bond).
20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or neighborhood 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 shall 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 work.
25. The work shall be carried out with least inconvenience to the occupants. The workmen employed by the contractor shall 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 shall 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 appropriate Authority. 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 nay part of it, without written permission of NABARD.
31. Any defect which may appear within the **Defect Liability Period** of one year after the Virtual completion of work shall be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.
32. The RMD shall 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 contractor commits breach of any of the terms and conditions of the contract, NABARD has the right to forfeit the RMD. This forfeiture is independent of the liquidated damages provided for the contract.
33. Retention Money Deposit: Retention Money Deposit (RMD) shall be deducted @ 5% of the value of work done from every running bill and shall be refunded after expiry of defect 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. No mobilization advance will be given to contractor.
34. **Defect Liability period:** One year from the date of Virtual Completion of works certified by NABARD.
35. **Validity of Tender Rates:** 3 months from the date of opening of Technical Bid.
36. Liquidated Damages: 0.5% of the accepted Tender Value per week or part of the week subject to 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. 3 lacs 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 of the bills. The interim bills submitted by the contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, GST, TDS, Work Contract Tax etc. as applicable.

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

PLACE:

DATE:

(SIGNATURE OF THE TENDERER) ADDRESS:

NAME AND SEAL:

C. 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. Tenders are advised to visit the site at their cost, conduct survey or existing conditions so as to familiarize themselves with the sit conditions, nature of works etc and get all clarifications as necessary from NABARD before quoting the rates.
6. Rates shall 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/Consultant the Bill will not be accepted.
7. The Contractor shall make necessary arrangement for watch and ward of his materials, took. 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 Tenderer shall 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 Tenders.
10. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
11. Rates shall be filled in the Tender neatly and no corrections shall be made. The rates quoted shall 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 rates 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. Contractor shall be taken as correct and not the amount.

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 workers, 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 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 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 or 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 a in a complete state, so contractor will take the CAR (Contractors All Risk Policy) for insurance equal to 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 shall be taken in the joint names of NABARD and the Contractor which first name shall be NABARD.

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

The contractor at his cost and risk shall shift/displace the Bank's furniture/fixtures etc. as per the needs to facilitate the job during the timing of work and shall 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 Official/Engineer/Consultant.
17. The Contractor shall 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, shall be 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 thereof whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest of 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 indicated in the tender and may be extended further with mutual consent of NABARD and the contractor.

23. All **dispute's or difference's** of any kind whatsoever which shall at anytime arise between the parties hereto touching or concerning the works or the execution or maintenances 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 foreclosures 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 is executed from the following categories of Arbitrators:

- a. Retired High Court/Supreme Court Judge who have 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/Council PWD/Public sector undertaking of good reputation and integrity.
- e. Fellow of 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 three days of receipt of the names. The Employer shall there upon 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 shall 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 one of them 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 panel as the Sole Arbitrator and communicate his name of the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons 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 references 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 of 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 Arbitration 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 uner clause shall be condition precedent to any right of 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)

NAME AND SEAL

ADDRESS:

SAMPLES FOR APPROVAL

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

However, it shall be noted that approval from National Bank 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.

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.

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. clear and the distance between two adjacent rungs shall not be more than 30 cm. clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder. Every opening in the floor of a building or in working platforms be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.

Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.

Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

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 the above scope of work & technical specifications.

Date:

Signature of Tenderer

Place:

Name, Address & Seal

E General Information to be furnished by the Contractor:

1. Name:
2. Registered Address:
(Attach documentary proof)
3. Phone Numbers
4. Organizational set up of the firm:
Details to be furnished in the including names, qualifications and experience of partners/Associates and staff prescribed proforma (Statement I)
5. Experience as contractor
(give number of years)
6. Important major contracts completed: As per Statement II & III
8. Turnover of the firm during last three years (ending 31.3.2022): Kindly attach certified turnover statement from CA.
9. PAN No.
10. GST No.

Signature of the Applicant

Full address

Office seal

Note: Statements I, II & III are enclosed.

STATEMENT-I

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

S. No	Name	Age	Qualification	Experience	Nature of work assignments	Name of Previous Employer	Date from which working in the present organisation
1							
2							
3							
4							
5							
6							
7							
8							

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

Signature of the Applicant

Full address

Office seal

Note:- Indicate other points (including clients' certifications), 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.

S. No	Name of Work	Name of Owner	Completion Period	Value of Work (Rs in lakhs)	Client's Name & Location with Address with Telephone Nos.	Stipulated Time of completion	Actual time of completion
1							
2							
3							
4							
5							
6							
7							
8							

* Use separate/additional sheets as per the requirements

** Mention the assignments where value of works costing Rs. 24.0 lakh and above only.

*** Attach clients certificates

Signature of the Applicant

Full address

Office seal

STATEMENT-III

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

S. No	Name of work	Nature of work	Name of the client with Full address & Telephone No.	Stipulated Date of Completion	Present stage of work	Value of work	Remarks
1							
2							
3							
4							
5							
6							
7							
8							

*** Use separate/additional sheets as per the requirements *** Attach clients certificates**

Signature of the Applicant

Full address

Office seal

INTEGRITY PACT

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as “**The Principal**”

And

_____ hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principals intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor (s).

In order to achieve these goals, the Principal appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidders(s)/Contractor(s) will not use properly improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from tender process and exclusion from future contracts If the Bidder(s)/Contractor(s), before award or during execution **has** committed a transgression

through a violation of Section 2, above in any other form which put their reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process. **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee. **Section 5 – Previous Transgression**

1. The Bidder declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. In case of Sub-contracting, the Principal Contractor shall the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal Charges against violating the Bidder(s)/Contractor(s)/Subcontractors(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Office.

Section 8 Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to

review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3 Sideshwar Sahi Cuttack City, Cuttack district Odisha 753 008

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for his /her to treat the information and documents of the Bidder/Contractor as confidential.
He/she reports to the Chairman, NABARD.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractors(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and refuse himself/herself from that case.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor, can in this regard submit non-binding recommendations. Beyond this, the Monitor has no

right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, shall the occasion arise, submit proposal for correcting problematic situations.
8. If the Monitor has reported to the Chairman, NABARD, a substantial suspicion of an offence under the relevant IPC/PC Act, and the chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

Section 9- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 5 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10- Other Provisions

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal , i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Shall one or several provisions of this agreements turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, if any, if the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

ANNEXURE-B

ARTICLES OF AGREEMENT

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

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called ‘the Employer’) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai-4000051 of the one part and M/S..... (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at of the other part.

WHEREAS the Employer is desirous of getting executed the work of **REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU** and as per the clause of technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by 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.

This contract is an item rate contract for carrying out the work of **“REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU”** and to be paid for according to actual measured quantities at the rates contained in the Scheduled of Rates and probable quantities or as provided in the said conditions.

4. 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.
5. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items or work or having portions of the same carried out by engaging any other contractor agency at its sole discretion without prejudices to this contract. The contract shall not have any right to claim loss of profit/loss of opportunity to work from the Employer.
6. 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.
7. Time shall be considered as the essence of this contract, the Tenderer hereby agrees to complete the entire work within 6 months as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jammu and only the sole Arbitrator as appointed by both the parties upon mutual consent in Jammu shall have the jurisdiction to determine the same.

9. That the all parties 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 Tenderers has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

Signature Clause

Signed and Delivered by the
National Bank for Agriculture and
Rural Development by the hand of

Shri

(Name & Designation) In

the presence of:

Witness #1 Signature:

Name:

Address:

Witness #2 Signature:

Name:

Address:

Signed and Delivered by the

Bidder (Name, Signature & Designation)

Witness #1 Signature:

Name:

Address:

Witness #2 Signature

:

Name:

Address:

INDEMNITY BOND

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

Known by all men by those present that I, Shri of
M/s do hereby execute Indemnity Bond in favour of
National Bank for Agriculture and Rural Development (NABARD), having their Registered
Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbari – 400051 and
M/s having their registered office
at..... On thisday of 2022.

Whereas NABARD have appointed M/s as the Contractor for their
proposed work relating to **“REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT
NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU”**.

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 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,
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
any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen
Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations
in force for the time being and any Acts replacing and/or amend the same or any of the same
as may be in force at the time and under any law in respect of injuries to persons or property
arising out of and in the course of the execution of the contract work and/or arising out of land
in the course of employment of any workmen/employee.
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

Signed and Delivered by the aforesaid M/s through their authorized
representative (Shri.....).

Signature

In the presence of witnesses:

1. Name & Signature
2. Name & Signature

ANNEXURE-D

VIRTUAL COMPLETION CERTIFICATE

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

PERFORMANCE UNDERTAKING FROM THE CONTRACTOR

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

National Bank for Agriculture and Rural Development
Jammu & Kashmir Regional Office,
NABARD Tower, Rail Head Complex
Jammu-180012

WHEREAS

The National Bank for Agriculture and Rural Development (NABARD) is desirous of getting the work of **“REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU”** (hereinafter referred to as “the said buildings”) and for that purpose invited tenders.

1. Pursuant to the acceptance by NABARD of the tender dated _____ submitted by us, on which NABARD has issued work order no. _____ (hereinafter referred to as “the said order”) and accepted us on _____ (date).

It is of the said order that works of **“REPAIRS/REPLACEMENT OF WINDOWS IN FLATS AT NABARD RESIDENTIAL COMPLEX, NABARD GRAM, CHANNI RAMA, JAMMU”** (hereinafter referred to as the said renovation works) shall be carried out as per the tender specifications.

2. It is also one of the terms of the said order that we shall furnish to NABARD a performance undertaking against any defect which may arise in a period of 12 months from the date of virtual completion pertaining to both the material and workmanship in respect of the said renovation works and which performance undertaking shall be signed by M/s _____ and which shall be valid for a duration of 12 months from the date of virtual completion of the said renovation works.

NOW, THEREFORE, THIS PERFORMANCE UNDERTAKING WITNESSETH THAT:

1. We have carried out the said renovation works. We have read and understood the terms and conditions of the said renovation works as specified in the said order.
2. After virtual completion of the said renovation works, if at any time or times the said renovation works done by us get damaged to the influence of seeping water including forming wet patches dampness and other factors, etc. etc. either due to the inadequacy of the work carried out or due to any other reason, whatsoever relating to the specifications, workmanship etc., we hereby undertake to carry out necessary remedial measures up to one year from the date of virtual completion of the said renovation works, to such extents so and often as may be necessary to free the premises from such

leakage/dampness/damage without and extra cost to the NABARD. The decision of NABARD in regard to the question as to whether is any leakage or damage to the building due to seepage, the treatment has given way to sweater or moisture, shall be treated as final and binding on us. We shall diligently, efficiently and satisfactorily rectify the defects or faults detected/arising, during the aforesaid period to the full satisfaction of NABARD and also undertake to attend the rectification work and reinstate the surfaces disturbed to its original condition after carrying out the rectification work, if necessary, by arising new materials at no extra cost to the NABARD.

We shall not revoke it without written consent of NABARD

Signed by : _____

For & on behalf of M/s _____ Date

:

Place :