Notice Inviting Tenders for Renovation and Remodeling of Conference Hall in NABARD Office Premises, Arunachal Pradesh Regional Office, NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar – 791111

Calendar of Events:

i) Tender document will be available from 17 February 2021

ii) Pre Bid meeting – 1500 hrs. on 2 March 2021

iii) Submission of Tender by 1500 hrs. on 11 March 2021

iv) Opening of Tender (Technical Bid) - 1630 hrs. on 11 March 2021
Tender for Renovation and Remodeling of Conference Hall in NABARD Office Premises, Arunachal Pradesh Regional Office, NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar – 791111

1. National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

2. NABARD, Arunachal Pradesh Regional Office, Itanagar intends to undertake 'Tender for Renovation and Remodeling of Conference Hall at NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar - 791111'.

3. Tenderers are requested to submit their bids in Department of Premises, Security and Procurement, NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar - 791111 latest by 15.00 hrs. on 11th March 2021.

4. The Tender can be downloaded from
The tender will be available in writing at least 5 working days prior to the date of pre-bid meeting by email on itanagar@nabard.org. All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on NABARD website (www.nabard.org).
9. The Technical Bids will be opened on 11th March 2021 at 16.30 hours in presence of the interested bidders who choose to be present or in case of any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained.

10. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.

11. The Financial Bid should not contain any conditions whatsoever and conditional bids if any shall be rejected.

12. In case two or more tenderers quote identical/equal amount, one more opportunity will be given to those tenderers to revise the rates.

13. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.

14. The decision of the bank shall be final and binding with regard to technical and price bids and the tendering process.

15. If any bidder proposes any deviation from the prescribed technical criteria
16. Tenderers must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical Document Sheets.

17. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Price Bid.

18. **Time of Completion:** The work shall be completed within 30 (Thirty) days from receipt of work order.

19. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.

20. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of work for every week of delay or part thereof, subject to a maximum of 5% on the incomplete value of the accepted tender.

21. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.

22. NABARD reserves the right to change/modify/amend any or all provisions of the tender document. Such revision /amendment or corrigendum/addendum, if any, will be made available requirement, the tender will be rejected.
<table>
<thead>
<tr>
<th><strong>भावनीय</strong></th>
<th>on NABARD’s website only.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ह/-</td>
<td>23. Tenderer should inspect the existing site and other conditions up to their satisfaction before bidding. The visit may be made on any working day from 10 am to 5.00 pm.</td>
</tr>
<tr>
<td>(सुमार्त्य घोष)</td>
<td>24. The successful bidder shall deposit Initial Security Deposit and Letter of Indemnity and Undertaking, and execute an ‘Articles of Agreement’ of work contract with NABARD in accordance with the standard / prescribed format enclosed within 14 days from the date of acceptance of the offer failing which the bidder’s EMD may stand forfeited.</td>
</tr>
<tr>
<td>(सहायक महाप्रबंधक)</td>
<td>Yours Faithfully</td>
</tr>
<tr>
<td></td>
<td>Sd/-</td>
</tr>
<tr>
<td></td>
<td>(Sumarttya Ghosh)</td>
</tr>
<tr>
<td></td>
<td>(Assistant General Manager)</td>
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</tbody>
</table>
ANNEXURE
Renovation and remodeling of NABARD Conference Hall

A. Scope of Work

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Particulars</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>CIVIL WORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Demolishing the existing wall frame separating the two conference halls in</td>
<td>165</td>
<td>sq. ft.</td>
<td></td>
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<tr>
<td></td>
<td>order to merge both the conference halls. Civil work for covering the entrance of mini conference hall. Providing and fixing floor tiles for the demolished wall portion and laid on the levelled floor matching the existing tiles and finished with skirting and polishing.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>B</td>
<td>WALL PANELING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Providing and fixing paneling on wall, on 19 mm wooden spacers with size as per approved drawing to wall, columns in any profile and covered with 12mm. plywood of approved make and finished with 1 mm Laminate as approved on exposed faces with grooves. The rates shall include all hardware, fittings, adhesives, beadings, lippings etc., 1st Class Teak wood/Rubber wood skirting wherever required as per carved profile of size 75mm width x 15mm thick duly melamine polished. 1st Class Teak wood/Rubber wood beading of size 25mm x 15mm (max) duly melamine polished</td>
<td>1001</td>
<td>sq. ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Paneling of both sides of one door (exit door leading to the garden) bearing dimensions (Height: 6ft 4 inch, Width: 2ft 4.5 inch) matching the interior walls.</td>
<td>32</td>
<td>sq. ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>FALSE CEILING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Providing and fixing at all height false ceiling of 12.5 mm thick tapered edge gypsum board conforming to IS: 2095 including providing and fixing of frame work made of special sections power pressed from M.S. sheet and galvanized in accordance with zinc coating 600 as per</td>
<td>850</td>
<td>sq. ft.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IS: 277 and consisting of angle cleats of size 25 mm wide x 15 mm thick with flanges of 22 mm and 37 mm at 1200 mm centre to centre one flange fixed to the ceiling with dash fastener 12.5 mm die x 40 mm long with 6 mm die

Bolts to the angle hangers of 25 x 25 x 5 mm of required length, and other end of angle hanger being fixed with nuts and bolts to 6.1 channels 45 mm x 15 mm x 0.9 mm running @ 1200 mm centre to centre to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having clips of 10.5 mm at 450 mm centre to centre shall be fixed in a direction perpendicular to 6.1 channel with connecting clips made out of 2.64 mm dia x 230 mm long 6.1 mm wire at every junction including fixing the gypsum board with ceiling section and perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre to centre with 25 mm long drive – all screws @ 230 mm interval including joining and fixing to a flush finish of tapered and squared edges of the gypsum board with recommended filler, paper tapes, finished and two coats of primer suitable for gypsum board and also including the cost of making of openings of light fittings, grills, diffusers, cut outs made with frame of perimeter channels suitably fixed finishing of all joints neatly to proper line and level including providing of additional frame work for electrical fixtures. Including giving trap doors wherever required. Diffusers, cutouts for fire sprinklers including necessary scaffolding, supports, suspenders etc.

<table>
<thead>
<tr>
<th></th>
<th>Providing and fixing paneling on ceiling with 12 mm plywood of approved make and finished with 1 mm laminate.</th>
<th></th>
<th>396.50 sq. ft.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>WINDOW COVERING</td>
<td></td>
<td>362.20 sq. ft.</td>
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<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>--------------</td>
</tr>
<tr>
<td>1</td>
<td>Providing and fixing 100 mm wide vertical fabric blind for 362.20 sq. ft. of approved make (high quality) complete with hanging channel, sliding and tilting systems in fabric vanes to overlap by minimum 10 mm (every 1 meter running length to have at least 11 nos 100 mm wide fabric vanes). Length of blinds to be at least 25 mm below horizontal surface. Fabric strip as that of fabric vanes, to be fixed on both side of aluminum top channel. Lower ends of the vanes to be weighed down and tied with each other on both corners, with ball chains. The fabric has to be scotchguard and sanitized (stain repellent) average thickness 0.8 mm, 100% polyester non-woven. Items to be completed in all respects including fixing with brackets onto wall or partition with rawl plugs complete.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>ACOUSTICS</th>
<th></th>
<th>140 sq. ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sound proofing of the hall with textured acoustic panels of approved make. The rates will be inclusive of all hardware, fittings, adhesives etc.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>ELECTRICAL WORKS</th>
<th></th>
<th>900 sq. ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Electrical works including testing and installation of sockets and switches, fixing of 2 AC power outlets and lighting which includes ceiling mounted LED lights, recess mounted LED lights and wall mounted LED lights</td>
<td></td>
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</tr>
</tbody>
</table>

  **a. Circuit, Wiring, Main wiring**

  i. Supply, installation, testing and commissioning of 3x16A 5 pin switch and socket outlet on a separate board

  ii. Four (04) no. 6A switch and one (01) no. 6A socket on separate board

  iii. One (01) no. 6A switch and one
B. The area of the rooms are as per the diagrams enclosed.

C: Eligible bidders:

We may stipulate the following criteria for fixing the eligibility of bidders:

   a) The bidder should have experience of similar works during the last 7 years
   b) The annual turnover of the bidder during each of the last 3 years should be at least ₹10 lakh
   c) The firm should have done at least two similar works valuing not less than ₹10 lakh of the estimated cost
   d) The bidder may submit the Balance Sheet/ Profit & Loss Account of the bidder for the last 3 years

D. Earnest Money Deposit: The earnest money deposit for the project will be ₹20,000/-

E. Disclaimer

   a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
   b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
   c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and
should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.

d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

**F. Indemnity**
The successful bidder shall indemnify NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any material used in connection with the works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The successful bidder shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The successful bidder, before starting the work of execution of the service contract as described under scope of work, is required to submit a “Letter of Indemnity and Undertaking”.

**G. Virtual Completion**
The “Virtual Completion” of the work is to be certified by the Architect/ PMC/ Bank’s Engineer, after which 50% of the Retention Money Deposit shall be refunded. The balance 50% shall be released after the expiry of the “Defect Liability Period”, subject to satisfactory rectification of all defects pointed out during the Defect Liability Period.

**H. Defect Liability Period**
The defect liability period will be one year from the date of completion of work and handing over to NABARD. During this period, the vendor is responsible to rectify any defect without any cost to the Bank.

**I. SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th>Bid Document Availability</th>
<th>Tender document can be downloaded from:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><a href="https://www.nabard.org">https://www.nabard.org</a> (under Information Centre in the website main page).</td>
</tr>
<tr>
<td>From 17th February 2021</td>
<td>11th March 2021</td>
</tr>
</tbody>
</table>

**Earnest Money Deposit (EMD)**
The contractor shall deposit Earnest Money Deposit for an amount of ₹20,000 (Rupees Twenty Thousand only) through NEFT/RTGS credited into our Bank Account, details mentioned below:

**Account Details of National Bank for payment of Earnest Money Deposit**

<table>
<thead>
<tr>
<th>Payee Name: NABARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account No: 912020019242932</td>
</tr>
<tr>
<td>Name of the Bank: Axis Bank Ltd., Itanagar Branch</td>
</tr>
<tr>
<td>IFSC Code: UTIB0000379</td>
</tr>
<tr>
<td>Event</td>
</tr>
<tr>
<td>-------------------------------------------</td>
</tr>
<tr>
<td>Pre-Bid meeting</td>
</tr>
<tr>
<td>Last date of submission of Tender</td>
</tr>
<tr>
<td>Opening of Technical Bids</td>
</tr>
<tr>
<td>Opening of Price Bids</td>
</tr>
<tr>
<td>Contact Details:</td>
</tr>
<tr>
<td>Address for Communication &amp; submission of</td>
</tr>
<tr>
<td>bid.</td>
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तकनीकी निविदा

TECHNICAL BID
FORM OF TENDER

date:

mahaprapark/ The General Manager,
rastraay kruti or graamian vibhaks bank
National Bank for Agriculture and Rural Development
asramanch pradesh rajyaan way/ Arunachal Pradesh Regional Office
nabadh phawor/ NABARD Tower
bank tinali/ Bank Tinali
leghi kampalas ke samane Opposite Legi Complex
itanganar/ Itanagar - 791111

mahorey/ Dear Sir,

nabadh phawor, bank tinali, itanganar - 791111 ke samaleen ksh k phawakaran karys ke lie vibhada
Tender for Renovation Work of Conference Hall at NABARD Tower, Bank Tinali, Itanagar - 791111

1. Usmey baday ulnshikht jahanay me yathaniritt karyayn ke samvekha me vibhada dastavej k jacha karre, utk jahanay me aniniritt karyayn ke liye sthal k daira karne tatha umkri jacha karne or us vibhada ko pramavit kare vami apeshit janakari prama karne ke bad, bham etadara utk jahanay me aniniritt karyayn k moyly bolo me ulnshikht daryon par nirvachit samy-teema ke bhiyar pura karne ke liye prastav dehta hun / deyete hae. Isi karya ko dite gey padayn or us samvekha men banaye gaye vibhada u apne sho ke anukrup kihna jaaey ga jisakar ulnev vibhada me kihna gaya hai.

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. Jahan/ MEMORANDUM

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Subject</th>
<th>Specification</th>
</tr>
</thead>
</table>
| A      | A       | nabadh phawor, bank tinali, itanganar, asramanch pradesh- 791111 ke samaleen ksh k phawakaran karys ke lie vibhada
Tender for Renovation Work of Conference Hall at NABARD Tower, Bank Tinali, Itanagar, Arunachal Pradesh - 791111 |
<p>| B      | B       | r. 20,000/- (rupaye bheem jagar mat) | Rs. 20,000/- (Rupees Twenty Thousand only) |</p>
<table>
<thead>
<tr>
<th>C</th>
<th>आरंभिक प्रतिबिम्ति जमाराशि (आईएसडी)</th>
<th>स्वीकृत निविदा मूल्य का 2% (सफल बॉलीवुडी द्वारा बैंक गारंटी के रूप में प्रस्तुत किया जाए)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>प्रतियोगरण जमाराशि (आरएमडी)</td>
<td>कुल बिल राशि से 5% की कटौती की जाएगी (संबिदा मूल्य के 10% के बराबर की राशि प्रतिबिम्ति जमा के रूप में नियोजित के पास मुर्खित रहेगी. प्रतिबिम्ति जमाराशि में ईएमडी, आईएसडी और आरएमडी शामिल हैं.)</td>
</tr>
<tr>
<td>E</td>
<td>कार्य के पूरा होने के लिए निर्देश समय-सीमा: Time allowed for completion of the work</td>
<td>इस कार्य आदेश के जारी होने की तिथि से 30 दिनों के भीतर परियोजना को पूरा किया जाएगा.</td>
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The time of completion of the project shall be 30 days from the date of issue of work order.

3. यदि इस निविदा को स्वीकार किया जाता है, तो मैं/हम एवं द्वारा इस वात की सहमति देता हूँ/देते हैं कि मैं/ हम इस निविदा में संलग्न निर्देशों और शर्तों अथवा उनके साथ दिये गए निर्देशों का अनुपालन करेगों/ करेंगे. निर्देशों के अनुपालन में वृक्ष होने की स्थिति में राष्ट्रीय कृषि और ग्रामीण विकास बैंक की उक्त निविदा शर्तों के अनुसार उन्नतिकृत राशि और ईएमडी जरूर करने का अधिकार प्राप्त होगा। Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

हमारे बैंकर निम्नलिखित हैं: Our Bankers are:

i) .................................................. बैंक / Bank ........................................... शाखा / Branch ................................

ii) .................................................. बैंक / Bank ........................................... शाखा / Branch ................................

iii) खाता का प्रकार / Type of account: बचत / चालू खाता Savings / Current account

iv) बैंक खाता सं. Bank Account No. :

v) बैंक का आईएफएस कोड और शाखा IFS code of Bank and branch:

हमारे फर्म के साझेदारों के नाम निम्नलिखित हैं: The names of partners of our firm are:

i) ............................................................... ii) ............................................................... iii) ............................................................... 

फर्म के साझेदारों के नाम Name of the partner of the firm प्रतिमृत हस्ताधारकर्ताँ Authorized to sign:

अथवा OR

संबिदा पर हस्ताक्षर करने के लिए Name or person having Power of
Attorney to sign the contract
(Certified copy of the Power of Attorney should be attached):

भवनीय Yours faithfully,

स्टेम्प महत्त्वपूर्ण निरीक्षण के हस्ताक्षर Signature of Tenderer with stamp
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Pre-qualification criteria</th>
<th>Supporting Document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>वो नीतिकां का असरणाचल प्रदेश में कार्यान्वयन होना चाहिए। The Bidder should have office in Arunachal Pradesh.</td>
<td>कार्यालय पते के प्रमाण के रूप में सरकारी एजेंसी द्वारा जारी दस्तावेज की प्रति Office Address proof document issued by Govt. Agency</td>
</tr>
<tr>
<td>2</td>
<td>क्या फॉर्म, किसी सरकारी / निजी निकाय के पास संबंधित कार्या के रूप में पंजीकृत हैं? कृपया पंजीकरण संबंध और पंजीकरण वर्ध का उल्लेख करें। Whether Registered as a contractor to any Govt. / Private Body? Mention the registration number and year of registration.</td>
<td>दस्तावेजी साक्ष्य संगत करें Attach documentary proof.</td>
</tr>
<tr>
<td>3</td>
<td>संबंधित कार्या के रूप में अनुभव Experience as contractor</td>
<td>वर्ष का उल्लेख करें Give number of years</td>
</tr>
<tr>
<td>4</td>
<td>वित्तीय स्थिति Financial standing through</td>
<td>क a) 31 मार्च 2020 की स्थिति के अनुसार दिखले तीन वित्तीय वर्षों का आईटीआर (आयकर विवरणों) ITR (Income Tax Returns), of last 3 financial years ending on 31 March 2020.</td>
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<tr>
<td></td>
<td>k b) 31 मार्च 2020 की स्थिति के अनुसार दिखले तीन वित्तीय वर्षों का तुलना पत्र और लाभ और हानि खाता Balance sheet and profit &amp; Loss account of last 3 financial years ending on 31 March 2020.</td>
<td>क b) 31 मार्च 2020 की स्थिति के अनुसार दिखले तीन वित्तीय वर्षों का चाउंटेंट्ड अकाउंटेंट द्वारा सत्यापित पुलं- पत्र तथा लाभ और हानि खाता विवरण Balance sheet and P&amp;L Account statement certified by CA of last 3 financial years ending on 31 March 2020.</td>
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<td>ग c) दौरान संबंधित कार्या/ फॉर्म का कुल औसत वार्षिक वित्तीय कारोबार ₹.१० लाख में कम नहीं होना चाहिए। The average annual financial turnover of the</td>
<td>ग c) साविक वित्तीय वर्षों द्वारा दिखले तीन वित्तीय वर्षों का विभिन्न प्रमाणित कुल वार्षिक कारोबार का व्यापार.</td>
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<td>Contractor/ Firm during the last three years (ending 31.03.2020) shall not be less than Rs. 10 lakhs.</td>
<td>Annual turnover of last three financial year duly certified by the Statutory Auditors</td>
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<td>Should have experience of working with Public Sector Units, MNCs or other reputed firms on Similar Renovation Works for last 3 years and the firm should have achieved at least one of the levels of work mentioned below:</td>
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<td></td>
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<td>क a) उपयोगकर्ता के समक्ष पूरे किए गए तीन कार्य जिनका एकल कार्य मूल्य रु.8 लाख से कम न हो</td>
<td>क a) उपयोगकर्ता के समक्ष पूरे किए गए तीन कार्य जिनका एकल कार्य मूल्य रु.8 लाख से कम न हो</td>
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<td>तीन सimilar completed works whose individual work value is costing not less than Rs. 8 lakhs</td>
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<td>ख b) उपयोगकर्ता के समक्ष पूरे किए गए दो कार्य जिनका एकल कार्य मूल्य रु.10 लाख से कम न हो</td>
<td>ख b) उपयोगकर्ता के समक्ष पूरे किए गए दो कार्य जिनका एकल कार्य मूल्य रु.10 लाख से कम न हो</td>
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<tr>
<td>Details to be furnished in the prescribed proforma (Annexure-A)</td>
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</table>
Important major contracts ongoing (value of the contracts having individual value of Rs. 8 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.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Details</th>
<th>Proforma</th>
</tr>
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<tbody>
<tr>
<td>8</td>
<td>ईएमडी जमाराशि EMD Deposit</td>
<td>यूटीआर विचरण UTR details</td>
</tr>
<tr>
<td>9</td>
<td>वस्तु और सेवा कर पंजीकरण नंबर होना चाहिए Should have Goods and Service Tax Registration No.</td>
<td>जीएसटी पंजीकरण प्रमाणपत्र GST Registration Certificate</td>
</tr>
<tr>
<td>10</td>
<td>पैन होना चाहिए Should have PAN</td>
<td>पैन कार्ड PAN Card</td>
</tr>
</tbody>
</table>

Decision of the Bank with regard to selection of Contractors will be final. The Bank is not bound to assign any reasons thereof. Any false and / or inadequate information can result in rejection of the tender. The selection of the bidders is based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account above criteria.
INSTRUCTIONS TO THE BIDDERS

1. The tender shall be submitted in accordance with the procedure detailed herein. Specified documents shall be submitted in an envelope of appropriate size which shall be sealed.

2. Duly filled in and signed Tender Document, complete in all respect shall be deposited before 15.00 hrs. on 11 March 2021 in the tender box on Ground floor, NABARD Tower Bank Tinali, Opposite Legi Complex, Itanagar, Arunachal Pradesh – 791111 and superscribed as “Tender for Renovation Work of Conference Hall at Lower Ground floor, NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar - 791111”

   i. The tender will not be received after 15.00 hrs. on the date indicated in the letter of invitation to tenderer, under any circumstances, whatsoever.

   ii. The tender should be submitted in two envelopes as described hereafter. Both envelopes shall be super scribed and each envelope should also bear the envelope number prominently.

Sealed envelope No. 1 (Technical Bid) shall contain the following:

   i. Earnest money deposit as specified.

   ii. Tenderers letter, in duplicate, giving technical or financial clarifications if any.

   iii. Technical Bid and set of tender drawings duly signed by the tenderer.

   iv. Note: It should be importantly noted that the contents of envelope No. 1 must not reveal rates of any items or the total tender amount quoted by the tenderer.

Sealed envelope No. 2 (Financial Bid) duly filled and signed as specified should contain the following:
i. Prices in Indian Rupees only, with detailed break-up of prices as per Financial Bid.

ii. The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items listed in Financial Bid.

iii. The Commercial Offer should be in conformity with the terms indicated in Price Composition.

iv. The Financial Bid should not contradict the Technical Bid in any manner.

Note: Envelope I and Envelope II may both be placed and submitted in another sealed cover superscribed “Tender for Renovation Work of Conference Hall at Lower Ground floor, NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar - 791111 and addressed to General Manager, National Bank for Agriculture and Rural Development, NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar - 791111”.

3. Please study the document carefully.

4. Please fill in the Schedule of quantities as follows:

i. Fill in the “Rate” column legibly. (In figure & word, descriptive rate will be final & applicable.)

ii. Fill in the “Amount” column legibly.

iii. Give the total amount of each page duly carried over and the grand total. Wherever alternative specifications have been specified, amount of such items should not be added to the total.

iv. Initial all corrections and put in your signature at the end of the Schedule of Rates.

5. Initial all pages of the Tender Document as a token of acceptance of the terms and conditions set out in the Tender Documents.
6. If any issued by NABARD will be uploaded on its website.

Please pay EMD Rs.20,000/- (Rupees Twenty Thousand Only) amount along with the tender as per Schedule of Events on page 9.

7. In the event of any contractor not completing the entire project, NABARD may take legal action against the contractor.

Addenda / Corrigenda if any issued by NABARD will be uploaded on its website www.nabard.org and shall become part of the tender documents.

8. The contractors shall only include major assignments having agreement/completion details.

Contracts will have to provide GST, Goods & Service Tax paid certificate / challan, other govt. dues levies which are applicable for such type of the works without which NABARD will not pay final bill payment to the agency / contractor.

9. Intending contractors are required to submit their profile by giving details in the enclosed proforma about their organisation, experience, professional personnel in their organisation, competence, etc.

10. Tenders containing false and/or incomplete information are liable for rejection.

The tenders shall be signed by the person/persons on behalf of the organisation 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).

11. 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.

12. Tenders containing false and/or incomplete information are liable for rejection.

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 details.
value of Rs. 8 lakh and above. The copies of the bill raised may be enclosed for assessment and verifications in this regard.

14. The contractor must have qualified and experienced professionals in undertaking interior renovation works.

15. The applicant must have successfully completed the work according to the eligibility criteria mentioned.

16. The Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand only) may be made through NEFT/RTGS to the following account:

Payee Name: NABARD
Current Account No: 912020019242932
Name of the Bank: Axis Bank Ltd.
Branch, Itanagar
IFSC Code: UTIB0000379

Note: UTR number is to be indicated for payment made through NEFT/RTGS 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 after successful completion of works. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. 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.

17. Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.

18. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately as Part-2.

19. Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.
In case any clarification is required by the tenderer, they may contact Assistant General Manager, DPSP, NABARD, (Telephone: 0360-2213856) Arunachal Pradesh Regional Office, 1st floor, NABARD Tower, Bank Tinali, Opposite Legi Complex, Itanagar - 791111
TERMS and CONDITIONS

1. Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion.

2. Contractor will not give any item concerning details of the work to the press or a news disseminating agency without prior written approval from EMPLOYER. Contractor shall not take any pictures / photographs on site without written approval of EMPLOYER.

DEFINITIONS

3. The “CONTRACT” means the documents forming the tender and acceptance thereof any the formal agreement executed between NABARD, and the Contractor together with the documents referred to therein including these conditions, the specifications bills of quantities, designs, drawings and instructions issued from time to time by NABARD, or any person authorized by the competent Authority, and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

4. In the contract the following expressions shall unless the context otherwise required, have the meanings hereby respectively assigned to them.

(i) The expressions “Works” or “Work” shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to the executed whether temporary or permanent and whether original, altered, substituted or additional.

(ii) The “Contractor” shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firms or company and the permitted assigns of such individual or firm or firms or company.

(iii) The “Contract Sum” shall mean in case of item rate contracts, the cost of the works arrived at after extension of the quantities shown in the schedule of quantities by the items rates quoted by the Contractor / Tenderer for the various items.

(iv) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

(v) “Expected risks” are risks due to riots (otherwise than among Contractor’s labours / employees) and civil commotions (in so far as both these are uninsurable), wars (whether declared or not), invasions, act of foreign enemies, Hostilities, Civil war, rebellion, insurrection military or usurped power, any act of Governments, damage from aircraft, acts of God such as earthquake, lighting and unprecedented floods, and other causes over which the contractor has no control and accepted as such by NABARD, of the part of works in respect of which a certificate of completions has been issued.

(vi) “Market-Rate” shall be the rate as decided by NABARD on the basis of the cost of materials and labour at site when the work is to be executed plus the
percentage mentioned in Schedule ‘F’ to cover all overheads and profits. This is applicable to Extra items. (Ref. Clause no 27. C).

(vii) “Schedule” referred to in these conditions shall mean the relevant schedule (s) annexed to the Tender documents / papers issued by NABARD, of the standard schedule of rates prescribed by NABARD and the amendments thereto issued from time to time.

(viii) “Project Architect” shall mean any person employed by NABARD or any other person empowered by them in this behalf to discharge all or any of their functions. The overall execution and supervision of the work will be monitored by the Project Architect.

(ix) EMPLOYER shall mean National Bank for Agriculture and Rural Development (NABARD), Arunachal Pradesh Regional Office, Bank Tinali, Opposite Legi Complex, Itanagar, Arunachal Pradesh - 791111.

(x) The competent authority shall mean GM NABARD, Arunachal Pradesh Regional Office, Itanagar and will include duly authorised representative / officials or any other person empowered by GM NABARD, Arunachal Pradesh Regional Office, Itanagar in this behalf to discharge all or any of their functions.

5. Where the context so requires words imparting the singular only include the plural and vice versa.

6. Headings and marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretations or constructions thereof of the Contract.

7. Foreclosure of Contract in full or in part due to Abandonment or Reduction in scope of work:

If at any time after acceptance of the Tender EMPLOYER shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the EMPLOYER shall give notice in writing to the effect to the contractor and the contractor shall have no claim to any payment of compensations or other issues whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

8. TERMINATIONS OF CONTRACT FOR DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partner dies then unless the Competent Authority is satisfied that the legal representative of the individual contractor or of the proprietor of the concern and in the case of partnership, the running partners are capable of carrying out and completing the contract the Competent Authority shall be entitled to cancel the contract / terminate the contract as to liable for payment of any compensations to the estate of the deceased Contractor and / or to the surviving partners of the Contractor's firm on account of the cancellations of the contract. The decision of the competent Authority that the legal representatives of the deceased Contractor or the surviving partner of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation EMPLOYER shall not
hold the estate of the deceased Contractor and / or the surviving partners of the Contractor’s firm liable in damages for not completing the contract.

9. CANCELLATIONS OF CONTRACT IN FULL OR PART:

If the Contractor

a) At any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the EMPLOYER.

b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is to given to him in that behalf by the EMPLOYER.

c) Fails to complete the works or items of works within individuals / particular date of completion on or before the date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the EMPLOYER.

d) Offer or give or agree to give to any person in EMPLOYER’s service or to any other person on his behalf any gift or considerations of any kind as an inducement or reward for doing or for bearing to do or for having done or foreborne to do any act in relations to obtaining or execution of this or any other contract for EMPLOYER.

e) Obtain a contract with EMPLOYER as a result of running tendering or other non-bonafide methods of competitive tendering.

f) Obtain / enter into a contract with EMPLOYER in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payments thereof have previously been disclosed in writing to the competent Authority.

g) Being an individual or if a firm any partner thereof shall at any time being adjudged insolvent or have a receiving order or order for administration of liquidations or composition (other than a voluntary liquidations for the purpose of amalgamation or construction) under an insolvent act for the time being in force or make any conveyance in assignment of his effective or composition or arrangement for the benefit of his creditors or purpose so to, or if any applications be made under any Insolvency Act for the time being in force for the sequestration’s of his estate or if a trust deed be executed by him for the benefit of his creditor or.

h) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager or.

i) Shall suffer an execution being levied on his goods and allows it to be continued for a period of 21 days or.
j) Assigns, transfer, sublets (engagement of labours on a piece work basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign transfer or subject the entire works or any portion of the work without prior approval of the competent Authority. The competent Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the EMPLOYER by written notice cancel the contract as a whole or only such items of work in default from the contract.

10. EMPLOYER shall on such cancellation have power to:
   a) Take possession of the site and any materials, constructional plant / building etc., implements, stores etc.
   b) Carry out the incomplete work by any means at the risk and cost of the contractor.

11. On cancellation of the contract in full or in part, the EMPLOYER shall determine what amount if any, is recoverable from the contractor for completion of the works or part of the works or in case of the works or part of the works is not to be completed, the loss or damage suffered by EMPLOYER. In determining the amount credit shall be given to the contractor for the value of contractor’s materials taken over and incorporated in the work and use of tackle and machinery belonging to contractor.

12. Any excess expenditure incurred or to be incurred by EMPLOYER in completing the works or part of the works or the excess loss or damages suffered or may be suffered by EMPLOYER as aforesaid, after allowing such credit, shall be recovered from the contractor within 30 days.

13. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days EMPLOYER shall have the right to sell any or all of the Contractor’s unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of the sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there by any balance outstanding from the Contractor it shall be recovered in accordance with the provisions of the contract.

14. Any sums in excess of the amounts due to the EMPLOYER and unsold materials, construction plant etc., shall be returned to the contractor, provided always that if the cost or anticipated cost of completion by EMPLOYER of the work or part of the work is less than the amount which the contractor would have been paid and the completed the works or part of the works such benefit shall not accrue to the Contractor.

TENDERS, RATES ETC.

15. The work to be carried out under the contract shall except as otherwise provided in these conditions include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall unless otherwise stated be held to included waste on materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
16. The attached bill of quantities is our best estimate of the job.

17. All the quantities therein are approximate, payments will be made on the actual measurements / certified by EMPLOYER.

18. EMPLOYER will have the right to omit, alter, add or cancel any of the items of work shown in the schedule without assigning any reason whatsoever and no claim for compensation will be entertained for the same, EMPLOYER is further at liberty to carry out any items of work departmentally or through any other contractor and no compensation will be paid to the main contractor on that account.

19. Work contained in the Schedule of Quantities comprises windows / doors, plastering / filling, electrical work and interior work within the premises.

20. Before submitting the Tender, the contractor shall visit and examine the site situated at ITANAGAR and satisfy himself as to the nature and correct dimensions of the work for procuring various construction and other materials and shall obtain generally his own information on all matters and conditions affecting the execution of the works. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

21. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions and have been ordered in writing by EMPLOYER.

22. Before filling the Tender, the Contractor will check all drawing and schedule of quantities and will get an immediate clarification from EMPLOYER as required on items not clearly understood. Any claim for any loss or compensation will not be entertained on this account.

23. The rates quoted by the Contractor shall be for finished work measured in site and should include supply of all materials labour, tools tackles, marking out and clearing of the site. The rates shall be inclusive of General tax, sales tax, Goods & Service tax, octroi duty, works contract tax, VAT, CST, and any other duties / taxes / cess levied by the Government or other authorities.

24. The rates quoted by the Contractors should also include for providing all scaffolding, hoists, tackle and other plant, shuttering profiles and apparatus generally required for the proper execution of the work. The contractors shall provide without extra charges all labour and apparatus required by EMPLOYER for testing and measuring the works and for weighing measuring, providing or testing the efficiency of any portion of the works and shall also at his own cost provide all planking gang ways, etc. necessary for affording access to every part of the works.
25. The rates quoted by the Contractor should cover for necessary transport of materials from place of availability to the site of works.

26. The Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually low. Analysis for such rates will have to be furnished by the tenderer on demand, to satisfy EMPLOYER about the reasonableness of the rates.

EXTRA ITEMS

27. The EMPLOYER shall have power to make any alterations in, omission from, addition to or substitutions for the schedule of rates the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the EMPLOYER, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the EMPLOYER, for only such alternations, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. The opinion of the EMPLOYER, as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the contractor.

c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (a) & (b) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the EMPLOYER of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, based on standard market rate analysis hand book published by NBO, and the EMPLOYER shall determine the rates on the basis of the prevailing market rates of materials and labour plus 15% for overheads and contractor profit and pay the contractor accordingly. The opinion of EMPLOYER as to current market rates of materials and labour involved will be final.

28. EMPLOYER shall issue instructions to the contractor in regard to what is to be done concerning on object reported by the contractor under the preceding sub –clauses and such instruction may require to contractor to permit the examinations, excavations, or removal by a third party. The EMPLOYER may issue instructions to the contractor in regard to be removal and disposal of the same at the expenses of NABARD. If in the opinion of the EMPLOYER, the above activity has involved the contractor indirect loss of time
EMPLOYER may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The contractor shall not be eligible to claim any financial compensation due to any delay NABARD, Regional Office caused in this account.

29. EMPLOYER shall have the right to direct the contractor to purchase and use materials from any source for the proper execution of work.

   i) Except if and to the extent otherwise provided by the contract, the provision of the General conditions of contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually, explanatory. Should there be any discrepancy inconsistency error or omission in the contract or any of them the matter may be referred to EMPLOYER who shall give his decisions and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the EMPLOYER shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

   ii) Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

30. EMPLOYER reserves the right to accept or reject any or all the tenders without assigning any reasons. In other words, EMPLOYER does not bind themselves to accept the lowest of any tender.

31. Tender submitted by tenderer shall remain valid for acceptance for a period of 90 days from the date of opening of the tender. The tenderer shall not be entitled during the said period of 90 days, without the consent in writing of EMPLOYER to revoke, or cancel his tender. In case of revoking or cancelling his tender, varying any terms in regard whereof without the consent of EMPLOYER in writing the tenderer shall forfeit earnest money paid by him along with the tender.

32. In case of discrepancies between schedule of quantities, the specifications and or the drawings thereof, the following order of preference shall be observed.

   i) Descriptions in Schedule of Quantities.

   ii) Particular specification and special conditions, if any.

   iii) Drawings:

       In any case the most stringent of the above three shall apply. The decision of the EMPLOYER in this regard is final.

33. In case of varying or conflicting provisions made in any one document forming part of the Contract, EMPLOYER shall be the deciding authority with regard to the intentions of the documents.

34. Any error in descriptions, quantities or rates in schedule of quantities or any omissions there from shall not vitiate the contract or release the contractor from the execution of the
whole or any part of the work comprised therein according to drawings and specifications or from any of his obligations under the contract.

35. PAYMENT TERMS, MEASUREMENT, DEFECTS LIABILITY

i) Part payment of minimum Rs. 10 lakhs will be made against running bills within 15 days from the date of receipt of certified bills by the disbursement section of EMPLOYER. In case of final bill this payment period will be 60 days, after all documents regarding reconciliation of EMPLOYER issued materials, guarantees for anti-termite treatment & water proofing treatment, detailed rate analysis of extra items if any (duly approved by the EMPLOYER), statement for payments at reduced rates, statement for deductions for any other reason are submitted by the contractor and they are duly approved / accepted by EMPLOYER.

ii) Income tax / cess / taxes / other / statutory levies if any shall be deducted from every running bills and final bill payment as applicable from time to time as per Government of India / State Government.

36. All running bills as well as final bills submitted in approved Performa shall be submitted by the contractor in quadruplicate for certification. All the bill copies shall be accompanied by measurement sheets and quantity calculation in support of the quantities contained in the bill with soft and hard copies.

37. All the works in progress will be jointly measured by the representative of EMPLOYER and the contractor progressively. Such measurements will be got recorded in the measurement book by the EMPLOYER and signed in token of acceptance by the contractor or his authorized representative.

i) All items having a financial value shall be entered in the measurement books, level book etc. prescribed by EMPLOYER that complete record is obtained of all work performed under the contract.

ii) For the purpose of taking joint measurements the contractor’s representative shall be bound to be present whenever required by the EMPLOYER. If, however, he absents for any reason whatsoever the measurements will be taken by the EMPLOYER or his representative and these will be deemed to be correct and binding on the contractor.

iii) The contractor shall without extra charges provide assistance with every appliance, labour and other things necessary for measurement of work.

38. METHODS OF MEASUREMENTS:

Except where any general or detailed description of work in quantities expressly shows to the contrary schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure laid forth in specifications not withstanding any provisions in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the specifications, measurements shall be taken in accordance with the relevant and latest standard method of measurement issued by the Bureau of Indian Standards.
39. The contractor shall guarantee the installation / work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by EMPLOYER or in default, EMPLOYER may cause the same to be made good by other workmen and deduct expenses (of which the certificate of EMPLOYER shall be final) from any sums that may be the or at any time thereafter, become due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

At the end of the defects liability period the contractor shall submit a written application for release of retention money. EMPLOYER shall release the money only after ensuring that all the defects have been rectified by the contractor satisfactorily.

40. Any amount found due from the contractor to EMPLOYER from time to time will be recovered currently from the running bills. Similarly if, at any time, should there evidence of any lien or claim for which EMPLOYER might have become liable and which is chargeable to the contractor, EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify EMPLOYER against such lien or claim and if such lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in is charging such lien or claim including all costs reasonable expenses.

41. The contractor will be fully responsible for rectifying any defects brought to his notice by EMPLOYER/ project Architect in writing within seven days of receipt of the intimation. In case the contractor fails to attend to defects as stipulated therein, EMPLOYER reserves the right to complete the rectification through another agency of its choice and recover the cost of such repairs from the contractor’s dues against running bills / final bill / retention money for this or any other job.

42. UTR No/Receipt No. of Earnest money deposit amounting to Rs. 20,000/- (Rupees Twenty thousand only) must accompany the tender addressed to the GM, NABARD, Arunachal Pradesh Regional Office, Bank Tiniali, Opposite Legi Complex, Itanagar, Arunachal Pradesh - 791111.

On acceptance of the tender, the successful tenderer shall, within the time stipulated in the letter of intent, deposit with the EMPLOYER through NEFT/RTGS, Initial Security Deposit (ISD) equivalent to 2% of contract value. ISD is in addition of Earnest Money Deposit (EMD). Further Retention Money Deposit (RMD) of 5% of Running Bill will be deducted. In total amount equal to 10% of contract value will be retained by the EMPLOYER towards security deposit. Security Deposit includes ISD, EMD and RMD.

43. The tenderer shall also have the option to pay a lump sum security deposit of 10% (ten percent) of the total value of the contract minus the amount of Earnest money already deposited in the form of NEFT/RTGS. In such an event, no deduction of retention money shall be made on this account except for payment in respect of extra work done which shall be subject to a retention of 10% (ten percent) of their value, unless the contractor elects to pay such Security Deposit in lump sum in foregoing manner. The amount of initial security deposit shall, however, be adjusted towards this account.
LIABILITY FOR DAMAGE, DEFECTS AND RECTIFICATION THEREOF

44. If the Contractor or his workmen or employee shall injure or destroy any part of the building in which they may be working or any building, fence etc., contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, the contractor shall upon receipt of a notice in writing in the behalf make the same good at his own expenses. If it shall appear to the EMPLOYER or his representative at any time during the construction of re-construction or prior to expiration of defects liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the contract or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the EMPLOYER forthwith rectify or remove or reconstruct the work so specified in whole or in part as the case may require or as the case may be and / or remove the materials or articles so specified and provide other proper and suitable material or article.

45. At his own expenses, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to specified by the EMPLOYER may rectify or remove and re execute the work and / or remove and replace with other, materials or articles complained of, as the case may be by either means at the risk and expense of the Contractor.

46. In case of repairs and maintenance works, splashes and droppings from white washing, painting etc., shall be removed and surface cleared simultaneously with completing of these items of work in individual rooms, quarters or premises etc., where the work is done without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirement of this condition the EMPLOYER shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the EMPLOYER shall give three days’ notice in writing to the contractor.

47. OVER PAYMENTS AND UNDER PAYMENTS:

Wherever any claim for the payment of a sum of money to EMPLOYER, out of or under this contract against the Contractor the same may be deducted by EMPLOYER from retention money / Security deposit or any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with EMPLOYER, or from any other sums due to the contractor from EMPLOYER, which may be available with EMPLOYER, he shall pay within ten days the claim through NEFT/RTGS.

48. EMPLOYER, reserves the right to carry out post payment audit and technical examinations of the Running / final bill including all supporting vouchers, abstracts etc. EMPLOYER, further reserves the right to enforce recovery of any overpayments when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as items of disputes before an arbitrator appointed under condition of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

49. If as a result of such audit and / or technical examinations any overpayments is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract it shall be recovered by EMPLOYER from the Contractor by any of all
methods or made of recovery as prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by EMPLOYER.

COMPLETION PERIOD AND PENALTY CLAUSE

50. The Contractor shall commence work within 7 days from the date of receipt of work order from EMPLOYER. The contractor will be required to submit the security Deposit within 10 days from the date of receipt of work order if it has not been done earlier.

51. Completion period for the entire work contained in the tender and such of the extra items, if any, which form an integral part of the contract, contained in the tender is 30 Days from the date of commencement of work at site as specified in above. The time limit specified herein will be strictly adhered to and will form the essence of the Contract. In case of delay in completion of work beyond the stipulated time penalty would be levied @ 0.25% per extra week taken by contractor i.e. more than scheduled time / period, subject to maximum of 5% of the actual cost of project.

52. EMPLOYER, shall have the right to terminate the contract if progress of the work is found to be unsatisfactory and there are no efforts from the contractor’s side to make up for the delays if any.

COMPLETION CERTIFICATE

53. The work shall be considered “Virtually Complete” only after the Contractor submits to EMPLOYER, the following documents obtained by him through his licensed civil engineer/architect etc.

54. As soon as the work is completed the contractor shall give notice of such completion to EMPLOYER and within thirty days of receipt of such notice EMPLOYER, shall inspect the work and shall furnish the contractor with a certificate of completion indicating.

a) The date of completion.

b) Defects to be rectified by the Contractor and / or.

c) Items for which payment shall be made at reduced rates.

When the separate periods of completion have been specified for items or groups of items, shall issue separate completion certificate for such item or group of items. No certificate of completion shall be issued, nor shall the work considered to be complete till the contractor shall have removed from the EMPLOYERs premises on which the work has been executed all scaffolding, sheds, temporary structures and surplus materials except such as are required for rectification of defects, removal all huts and sanitary arrangements required for his workmen on the site in connection with the execution of work as such have been erected by the Contractor or the workmen and clear all dirt from all parts of the building (s) in upon or about which the work has been executed thereof and clean floor, all gutters and drains, ease doors and shutters, oil locks and fastenings, labelled keys clearly and handed them over to EMPLOYER or his representative and made the whole premises fit for immediate occupations or use to the satisfaction of the EMPLOYER. If the contractor shall fail to comply with of the requirements of these conditions as aforesaid on or before the date of completion of the works, may at the expense of contractor arrange to remove scaffoldings, surplus materials and rubbish etc., as he thinks fit and the contractor shall have no claims in
respect of any such scaffolding or surplus materials except for any sum actually realized by
the sale there of less the cost of fulfilling to requirements any other amount that may be due
from the contractor. If the expense of fulfilling such requirements is more than the amount
realized on such disposal as aforesaid the contractor shall forthwith on demand pay such
excess.

55. The whole of the work including all extra and additional items if any and when ordered
are to be completed in the time stated in the contract and the contractor will be required if
necessary, to work over time to stick to requirements to complete all the works by the
stipulated date. No extra claim for extension of completion period will be allowed on account
of this factor.

56. The completion period of the entire work as stated above shall be deemed to be the
essence of the contract. In case of delay in completing the work beyond the specified
completion date the contractor will be required to pay a penalty at the rate of 0.25% for each
extra week taken by contractor i.e. more than scheduled time / period subject to maximum of
5% of the actual cost of the project. The penalty will be recovered either from the contractor’s
bills or from the Security Deposit / Retention Money.

57. In case of delay of over 10 weeks in completion of the work beyond a stipulated
completion date, EMPLOYER reserves the right to terminate the contract and get all the
jobs completed through another agency of its choice. Any extra expenditure that
EMPLOYER will have to incur for completion of the balance jobs through another agency
on account of higher rates quoted by the agency will be recovered from the contractor’s
Security Deposit, Retention Money and pending bills.

58. EXTENSION OF COMPLETION PERIOD

If the work is delayed by

a) Force Majeure or
b) Serious loss or damage by fire or
c) Civil commotions, local combinations of workmen, strikes or lockout affecting
any of the trades employed on the work, or
d) Delay on the part of other contractors or tradesman engaged in
executing work not forming part of contract.
e) Non – availability of stores, which is the responsibility of suppliers.
f) Non-availability or break – down of tools and plant to be supplied or supplied
by.

Request for extension of time to be eligible for considerations, shall be made by the
contractor in writing within fourteen days of the happening of the event causing delay. The
contractor may also if practicable, indicate in such a request the period for which extension is
desired.

In any such case EMPLOYER may give a fair and reasonable extension of time for
completion of work. Such extension shall be communicated to the Contractor by in writing
within one month of, the date of receipt of such request by.

SITE FACILITIES

SETTING OUT OF WORK
59. The **EMPLOYER** shall supply dimensioned drawings levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the **EMPLOYER** any error found at any stage which may arise thought inaccurate setting out unless such error(s) is / are based on incorrect data furnished in writing by the **EMPLOYER** in which case the cost shall be on the account of the **EMPLOYER**

60. **SITE DRAINAGE:**

All water which may accumulate on the site during the progress of works or in trenches and excavations from other than the expected risks shall be removed from the site to the satisfaction of the **EMPLOYER** at the Contractor’s expenses.

61. **NUISANCE**

The contractor shall not at any time do cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to others at or near the site of work.

62. The contractor shall at all times give access to the staff of statutory bodies as well as other agencies associated with the project.

63. The Contractor shall provide at his cost all temporary lighting arrangement required for the works and to enable contractors and sub-contractors to complete the works in the specified time including that for the workmen of any sub – contractors or special tradesmen.

**EMPLOYER** shall provide Electricity power on chargeable basis as per standard rates for the works at one point. The necessary all electrification, wiring, lighting arrangement (including separate meter installation) shall be made available by the contractor and for which contractor shall not be paid any charges for the same.

64. **WATCHING AND LIGHTING:**

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and wherever necessary or required by the **EMPLOYER** for the protection of the works or for the safety and convenience of those employed on the works or the public.

**EQUIPMENT & STAFF ASSISTANCE FROM THE CONTRACTOR**

65. Theodolite, levels, plumb bobs, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance of their contract. The **EMPLOYER** will use any or all measurement instruments or tools belonging to the Contractor as and when he chooses for checking the complete works as well as the work in progress.

66. All scaffolding and ladders that may be necessary for taking measurement at site will be provided by the Contractor.

67. The Contractor shall provide all the equipment and machinery in good working condition at site during the entire period of construction as and when required.
The Contractor will be allowed to work for 8 (Eight) hours a day and 7 (Seven) days a week. However, no concreting shall be done during night or in the absence of the EMPLOYER. For working beyond normal working hours and non-working days, the Contractor shall obtain prior permission from the EMPLOYER.

EXECUTION

68. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the EMPLOYER in writing. The portions of the site to be occupied by the Contractor shall be defined and / or marked on the site plan failing which these shall be indicated by the EMPLOYER at site and the operations beyond the areas. In respect of any land permitted by the EMPLOYER for the use of the Contractor for the purpose of or in connection with the contract. The same shall be subject to the following and such other terms and conditions as may be imposed by the EMPLOYER.

69. Such use or occupations shall not confer any right of tenancy of the land to the contractor.

70. The Contractor shall have no right to put up any constructions of his own of any nature or type on land except temporary constructions for storage of equipment for the work under the contract or as a resting place for labourers employed by him for the work provided that he obtained the requisite previous permission in writing from the EMPLOYER. Such construction will be erected at the contractor's own cost.

If any electricity is used in any of such constructions the Contractor shall himself pay for the same. The Contractor shall at his own cost demolish all such constructions and remove the debris thereof, as also all his materials and equipment and clean and level the site thereof before handing over the completed work to.

71. The Contractor shall provide if necessary or if required on the site all temporary access thereof and shall alter adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the EMPLOYER and made good all damages done to the site. The Contractor shall note that the final bill will not be certified for the payment till the action as above is completed by the Contractor to the entire satisfaction of the EMPLOYER.

72. All the work shall be carried out as per detailed drawings and instructions of the EMPLOYER.

73. All drawings, tracings, photo prints and writings (except letter) shall be the sole property of the EMPLOYER and must be returned to them on completion of the works.

74. The drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected for ravages of termites, ants, silver fish and other insects.

75. During the execution of the work, Contractor must check his work with the drawings. The Contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and / or error at his own cost, failing which the EMPLOYER reserves the right to get the same rectified at the risk and cost of the Contractor.
MATERIAL TO BE PROVIDED BY THE CONTRACTOR

76. The Contractor shall at his own expense and without delay supply to EMPLOYER, samples of materials proposed to be used in the work. The EMPLOYER shall within 15 days of supply of samples or within such period as he may require intimate to the Contractor in writing and inform the Contractor whether samples are approved by him or not. If the samples are not approved, the Contractor shall forthwith arrange to supply to the EMPLOYER for his approval fresh samples complying with the specification laid down in the contract. A set of all approved samples shall be maintained at site under lock & key by EMPLOYER.

77. The EMPLOYER shall have full power to require removal of any or all the materials brought to the site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to sample approved by him. In case of default on the part of the Contractor in removing rejected materials, the EMPLOYER shall be at liberty to have them removed by other means. The EMPLOYER shall have full power to procure other proper materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other resources. All costs which may attend upon / incurred upon such removal and / or substitution shall be borne by the Contractor.

78. The Contractor shall indemnify the EMPLOYER or its employee against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against EMPLOYER or any agent, servant or employees of EMPLOYER in respect of any such matters, as aforesaid, the Contractor shall immediately be notified thereof.

79. The EMPLOYER shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor, other than those for which as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the EMPLOYER require for the purpose. IF no tests are specified in the contract and such tests are required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in the test shall be borne by the Contractor in all cases except when otherwise provided.

80. EMPLOYER shall be entitled at any time to inspect and examine any materials intended to be used in or on the work, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

81. LABOUR

The Contractor shall employ labour in sufficient number either directly or through sub – contractors when such subletting is permitted to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the EMPLOYER. The Contractor shall not employ in connection with the works any person who has not completed his Eighteenth year of age.

82. In case of any class of work for which there is no such specification supplied by the EMPLOYER as is mentioned in the tender documents, such work shall be carried out in
accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the EMPLOYER.

83. The contractor shall on the written request of EMPLOYER immediately dismiss from the works any person employed by him therein who may in the opinion of the EMPLOYER be incompetent or misconduct himself and such person shall not again be employed on the works without the written permission of the EMPLOYER.

84. The Contractor or his agent shall be in attendance at the site(s) during all working hours and shall supervise / superintend the executions of works with such additional assistance in each trade as the EMPLOYER may consider necessary. Order given to the Contractor agent shall be considered to have the same force as if they have been given to the Contractor himself.

85. The EMPLOYER shall communicate or confirm his instructions to the Contractor in respect of the executions of work in a “work site order book” maintained in the office authorised representative shall confirm receipt of such instructions by signing the relevant entries in the book.

86. The contractor will ensure that any oral instruction issued by the EMPLOYER or its staff are confirmed by the latter in writing.

87. The Contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications taken together, whether the same may or may not be particularly shown on the drawings, or described in the Schedule of Quantities, provided that the same can be reasonably inferred therein from. Figured dimensions and all dimensions and particulars to be taken from the actual work.

88. The whole of the work must be proceeded with such sections and at such times as directed by the EMPLOYER.

89. The EMPLOYER may from time to time issue further drawings or written instructions which are hereafter collectively referred to as ‘EMPLOYER’s Instructions’ in regard to:

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and/or specifications.

c) The removal from the site of any materials brought thereon by the contractor and the substitution of any material there for.

d) The removal or re-execution or both of any works executed by the Contractor.

e) The dismissal from the works of any persons employed there upon.

f) The opening up for inspection of any work covered up.

g) The amending and making good of any defects of works improperly carried out.
90. If the Contractor after receipt of written notice from the EMPLOYER requiring compliance within seven days fails to comply with such drawings or EMPLOYER instructions or both as EMPLOYER may issue, may employ and pay other persons to execute any such drawings or EMPLOYER’s instructions and all cost incurred in connection therewith as certified by the EMPLOYER shall be borne by the Contractor or may be deducted from any amount due or that may become due to the contractor under the contract or may be recovered as a debt.

91. INSPECTIONS AND APPROVALS

The execution of work will be of best quality and as per general specifications, list of standards and list of approved materials indicated in the Tender document. All works embracing more than one process shall be subject to examinations and approval at each stage thereof and the Contractor shall give due notice to the EMPLOYER who shall be entitled to appraise the quality and extended thereof.

92. No work shall be covered up or put out of view without approval of EMPLOYER or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination or foundations before permanent work is placed thereon. The Contractor shall give due notice to the EMPLOYER or his authorised representative wherever any such work or foundation is ready for examination and the EMPLOYER or his representative shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examination and measuring such work or of examining such foundation he shall, if required by the EMPLOYER uncover such work at the Contractor’s expenses.

93. The duties of the representative of EMPLOYER are to watch and supervise the progress of works and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by the EMPLOYER or to make any variations in the works except when authorised by the EMPLOYER.

94. The EMPLOYER may from time to time in writing delegate to his representative any of the powers and authorities vested in him and shall furnishes to the contractor a copy of all such written delegation of powers and authorities. Any written instructions or written approval given by the representative of EMPLOYER to the Contractor within terms of such delegations shall bind the Contractor and the Architect as though it had been given by EMPLOYER.

95. Failure of the representative of EMPLOYER to disapprove any work or materials shall not prejudice the power of the EMPLOYER thereafter to disapprove such work or material and to order pulling down removal or breaking up thereof.

96. If the Contractor shall be dissatisfied with any decisions of the representative of the EMPLOYER he shall be entitled to refer the matter to EMPLOYER who shall thereupon confirm, reverse or vary such decisions.

97. The whole of the materials (except where otherwise described), stores and equipment required for the faithful performance of the contract must be provided through normal trade channel and must include for sales Tax, GST, Octroi VAT, CST, and Duties and other charges
and must be the best of their kind available at the time and the Contractor must be responsible for the proper and efficient carrying out of the work. The work must be done in best and most workmanlike manner. Samples of all materials to be used must be submitted to the EMPLOYER on the site for approval prior to procurement. The Contractor shall furnish to the EMPLOYER for approval when requested or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials finished and applied in actual work shall be fully equal to the approved samples.

98. During inclement weather the Contractor shall suspend concreting and plastering for such time as the EMPLOYER may direct and shall protect from injury all works in the course of erection.

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

100. The Contractor shall keep accurate records of weather, temperature, visitors and any other occurrences affecting the progress or quality of the works.

101. All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the works and at completion including that of sub – Contractor and specific tradesman to be cleared and carted away and all materials condemned by the EMPLOYER shall be removed from site as and when required during the entire duration of the work at no extra cost.

102. The Contractor shall protect all projecting sills and mouldings and all concrete steps from injury during the progress of the work by rough timber casings securely fixed.

103. The Contractor shall provide all necessary templates, moulds for circular or shaped work, carpenters or joiners work or any other trade.

104. The Contractor shall protect joinery and make good all damages to the same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the EMPLOYER at the time of completion. Before giving up possession, the contractor must see that all doors sashes etc. work easily and shall make all necessary adjustments.

105. The Contractor shall provide suitable stone with flat tops and build the same in concrete for temporary bench marks. All the pegs for setting out the work and fixing the necessary levels required for the execution thereof shall if desired by the EMPLOYER likewise be built in masonry at such places and in such manner as may determine.

106. Particular care must be taken to see that the floors are not overloaded by stacks of materials during construction. It is important that no load comes on the reinforced concrete floors until they are at least 3 weeks old and at no time must the load placed upon them exceed the load for which they are designed.

107. The Contractor has to provide all necessary holes, slits and depression etc. in form work and concrete to place pipelines or ancillary services in any form as shown in the drawings or as directed by
108. The Contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or specified tradesmen or sub-contractors and any damage caused must be made good by the contractors at his own expenses.

109. The Contractor shall provide temporary teakwood barricading up to 4’ 0” height from the floor level to all lift walls and / or shafts opening on all floors to safeguard against any accidental fall and maintain them till such time as permanent enclosures are installed. No extra payment will be allowed on the contract sum for complying with this clause.

STATUTORY

110. The contractor shall conform to the provisions of any regulations and by – laws of any water or lighting companies with whose system the structures are proposed to be connected and shall before making any variations from the drawings that may be necessitated by so conforming give to EMPLOYER on site written notice specifying the variations proposed to be made and the reason for making to and apply for instructions thereon. In case the contractor shall in due course receive instructions, he shall proceed with the work, conforming to the provision regulations or by-laws to the supply companies and shall provide for and pay all fees and charges.

111. The contractor will be fully responsible for complying with all relevant provisions of the Contractor Labour Act and shall pay rates of Wages and observe hours of work / conditions of employment according to the rules in force from time to time.

112. The contractor shall comply with provisions of payment as per the following acts:
   Payment of wages Act, 1936
   Workmen’s Compensation Act, 1923
   Industrial Dispute Act, 1947
   Minimum Wages Act, 1948
   Employees State Insurance Act, 1948
   Maternity Benefit Act, 1961
   Mines Act, 1952 or

Any amendments / modifications thereof or any other law relating thereto and rules made thereunder from time to time. EMPLOYER shall on a report having being made by an inspecting office as defined in the contract labour regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker (s) by reasons of non– fulfilment of conditions of contract for the benefit of workers non– payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor’s labour Regulation.

113. The contractor shall pay to labour employed by him, and in the case of his giving any part of the work on sub – contract he shall ensure and be responsible to see that the sub – contractor pays to labour employed by such contractor, wages not less than wage or remuneration as provided in the contract labour (Regulations and Abolition Act) and in the Rules, Regulations and orders.
114. The Contractor shall indemnify the EMPLOYER against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his rights to claim indemnity from his sub-contractor.

SAFETY CODE:

115. The Contractor shall at his own expenses arrange for the Safety provisions as required for these conditions or as required by the EMPLOYER in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the EMPLOYER shall be entitled to do so and recover the cost thereof from the Contractor.

Safety precaution to be taken in all respects (till completion of works) including for all concern human being. The contractor shall be responsible for any damage or loss of part / limb or death human being.

116. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever (save except the Expected risks as defined in the Tender Document), repair at his (Contractor’s) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions. In the event of any such damage, loss or injury happening from any of the Expected Risks, the contractor shall, if any, to the extent required by the EMPLOYER, repair and make good the same as aforesaid, at the cost.

INSURANCES

117. The Insurance for the following will be covered and paid for by the contractor, and contractor shall indemnify the EMPLOYER and hold the EMPLOYER harmless in respect of all and any expenses arising from any such injury and / or damages in respect of:

   a) Workmen’s Compensation and Risk of Accidents to contractor’s own employees.

   b) Contractor’s all risk Insurance to cover the total cost of project with third party coverage for total value of Rs. 2,00,000/- with value per accident not exceeding Rs. 50,000/- to cover labour and Contractor.

118. If the contractor fails to effect and keep in force the Insurance referred to above or elsewhere in the contract or any other insurance which he may be required to effect and keep in force, the EMPLOYER reserves the right to keep in force such insurances and pay such premium as may be necessary for the purpose and from time to time deduct the amount so paid by the EMPLOYER, as aforesaid, from any monies due or which becomes due to the contractor or recover the same as a debt from the contractor.

119. The aforesaid insurance policy / policies shall not be cancelled till EMPLOYER has agreed to their cancellation.
120. The Contractor shall prove to EMPLOYER from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period. Above instructions on insurance coverage will also be applicable to the sub-contractor, if any, of the contractor.

121. NOTICE TO LOCAL BODIES

The contractor shall comply with and give all notices required under any Government authority, instrument, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works. He shall before make any variations from the contract drawings necessitated by such compliance give to the EMPLOYER a written notice giving reasons for the proposed variations and obtain the site EMPLOYER’s instruction therein.

ARBITRATION

122. If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the EMPLOYER is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 day notice in writing to the other party (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein. The EMPLOYER shall send to the Contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the EMPLOYER or the Contractors.

The Contractor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the EMPLOYER within fifteen days of receipt of the names. The EMPLOYER shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the EMPLOYER fails to send to the Contractors, the panel or three names as aforesaid within the period specified, the Contractor shall send to the EMPLOYER, a panel of three names of persons who shall be unconnected with either party. The EMPLOYER shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the EMPLOYER fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty 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 Conciliator or Sole Arbitrator and communicate his name to the EMPLOYER.

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

The Conciliation / Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate
Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such partly or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The EMPLOYER and the Contractor also hereby agree that the Arbitration under this Clause shall be a 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)

NAME and SEAL

ADDRESS:
SPECIAL CONDITIONS OF CONTRACT

1. It shall be distinctly understood that notwithstanding the reviews and suggestion if any, by the EMPLOYER the sole and ultimate responsibility for the stability and performance of the form work and staging and all other temporary works shall be that of the Contractor.

2. The partners or Directors of the Contractor shall meet the officer of EMPLOYER or its consultants at the site of works or at their respective offices whenever requested to do so.

3. The EMPLOYER shall supply to the contractor reasonably complete engineering drawings. All the drawings required for the complete execution of the work will not be released simultaneously but in instalments as the work progresses. Bar bending schedules and shop drawings required for proper execution of work shall be prepared by the Contractor and submitted well in advance to EMPLOYER to permit scrutiny, corrections resubmissions and final approval without causing any delay in the construction work.

4. The Contractor shall conform to the provisions of the Government Act relating to the work, and to the regulations and bye-laws of the local authorities. The contractor shall give all notices required by the said act, and obtain all required permission and license and pay all fees payable to such authorities in connection with constructing and maintaining temporary electric and water supply at site for the said project. All aspects of temporary works including their stability shall be the sole and ultimate responsibility of the Contractor.

5. EMPLOYER reserves the right to use the premises and any portion of site for execution of any work not included in this contract which we may desire to get executed by other agencies. The Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for such work except by special arrangement with the EMPLOYER in such a manner as not to impede the progress of the works included in this contract and the Contractor shall not be responsible for any damage or delay which may happen or be occasioned by such work.

6. In addition to previous stipulations, the Contractor shall be represented at site at all times during the tenure of the contract by responsible and qualified engineers approved by EMPLOYER. Such engineer shall form the Contractor’s Project Management & Site Supervisory Team. They shall be in constant attendance upon all activities of the work. Contractor’s staff shall comprise of at least the following to be permanently on site for the entire duration of the project.
   (a) Interior Designer (Degree holder with at least 5 years’ experience) – 1 person.
   (b) Jr. Interior Designer (2-3 years’ experience having Degree / Diploma Holder) – 1 person.

7. Cost of recovery against materials, utilities or services supplied or arranged for by EMPLOYER shall be made by deducting the respective amount from the running as well as final bills.

8. Although Schedule of Probable Quantities & Rates has been divided into various sub-section, the rates quoted for a particular item of work in one sub-section shall be made applicable to similar item of work in any other sub-section if that item is not listed in the Schedule of that other sub-section.

9. This project is subjected to inspection by various audit / vigilance agencies of Government of India. If any inspection of works is carried out by such agencies contractor shall extend his full co-operation to these agencies in examining records, works etc. On
inspection by such agencies and in their inspection report, if it is pointed out that Contractor has not carried out work according to guidelines laid down in this tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from contractor’s Running Bills / Final Bill. The items under dispute shall not be paid in full till inspection agency gives their no objection report.

10. This work being prestigious, quality of materials & workmanship is expected from the contractor of very high standard.

11. The successful tenderer is bound to carry out any item of work up to any deviation in quantities, for the completion of the job.

12. The Electrical works is to be executed through licensee electrical contractor only.
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 20,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Initial Security Deposit (ISD)</td>
<td>2% of the total tendered amount inclusive of earnest money deposit.</td>
</tr>
<tr>
<td>3</td>
<td>Defects liability period</td>
<td>12 months from the date of issue of virtual completion and handing over the completed work to owners.</td>
</tr>
<tr>
<td>4</td>
<td>Period of commencement</td>
<td>7 days from the date of letter of issue of work order.</td>
</tr>
<tr>
<td>5</td>
<td>Duration of completion of work</td>
<td>30 days from receipt of Work Order</td>
</tr>
<tr>
<td>6</td>
<td>Liquidated damages at the rate</td>
<td>0.25% per week subject to maximum 5% of the tender amount.</td>
</tr>
<tr>
<td>7</td>
<td>Retention money</td>
<td>5% retention money to be kept from every running bill. (Total amount equal to 10% of contract value will be retained by the EMPLOYER towards security deposit. Security Deposit includes EMD, ISD and RMD)</td>
</tr>
<tr>
<td>8</td>
<td>Terms of rate</td>
<td>The rates shall be at site of work and should be inclusive of all taxes including works contract tax, GST, VAT if any. Security deposit to be released on expiry of the defects liability period.</td>
</tr>
<tr>
<td>9</td>
<td>Period of validity of tender</td>
<td>Three months from the last date for opening of tender.</td>
</tr>
<tr>
<td>10</td>
<td>Period for honouring interim bill</td>
<td>Bill certified by the Architect shall be paid within 15 days.</td>
</tr>
<tr>
<td>11</td>
<td>Period for honouring final bill</td>
<td>60 working days from the date of Architect’s certificates</td>
</tr>
<tr>
<td>12</td>
<td>Validity of rates after award of work</td>
<td>The rates shall be firm for period of 4 Months from the date of award of work or till completion of work whichever is later. “NO ESCALATION IN PRICES WILL BE ALLOWED”.</td>
</tr>
<tr>
<td>13</td>
<td>Minimum value of work of Interim bill</td>
<td>Rs. 2 lakhs</td>
</tr>
</tbody>
</table>
14. Upon it becoming reasonably apparent that the work is delayed, the contractor shall forthwith give written notice of the cause of the delay to EMPLOYER. Then EMPLOYER shall as soon as they are able to estimate the length of the delay beyond the date or time aforesaid, make in writing a fair and reasonable extension of time for completion of the work, provided always that the contractor shall use constantly his best endeavour to prevent delay and shall do all that may reasonably be required to the satisfaction of the EMPLOYER to proceed with work.

15. **Damage for non-completion:**

If the contractor fails to complete the works by the date specified in the conditions or within any extended time fixed, the contractor shall pay to the EMPLOYER a sum calculated at the rate stated in the special conditions as agreed liquidated damages for the period during which the said work shall so remain or have remained incomplete. The EMPLOYER may deduct such damages from any money that is otherwise payable to the contractor, under this contract.

16. **Extra Items**

All authorized extra items where rates cannot be derived from tender the contractor shall submit rates, supported by rate analysis worked on the ‘actual cost basis’ plus 15% towards establishment charges, contractor’s overhead and profit & works contract tax etc.

17. **Deviation in Quantities**

There is no variation limit in tender quantity for any variation in plus or minus, contractor is supposed to execute the same at quoted rates.

18. **Photographs**

The rate quoted shall include the cost of supplying colour photographs of 8” x 10” size including negative to EMPLOYER after completion of work from various angle one set each to EMPLOYER and the architect separately in respect of the proposed work as directed.
GENERAL SPECIFICATIONS

This specification is for the work to be executed items to be supplied and materials to be used in the works as shown in the drawings and described here in all under the supervision and to the satisfaction of the Architect / EMPLOYER.

The workmanship is to be the best available and of a high standard. Use must be made of specialist tradesmen in all aspects of the works, and allowance must be made in the rates for doing so.

The materials and items to be provided by the contractor shall be the best of their respective kinds, approved by the architect/EMPLOYER in accordance with any samples which may be submitted for approval and generally in accordance with the specifications. Where materials or products are specified in this specification and or / bill of quantities by the name of the manufacture or the brand trade name or catalogue reference the contractor will be required to obtained the approval of the architect / EMPLOYER before using a material or product other than the specified. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Architect.

Sample of all material are to be submitted to the architect for his approval before the contractor orders or delivers in bulk to the site. Also, the contractor will be required to submit specimen finishers of colours, fabrics etc, for the approval of the architect before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the architect who will retain two copies all at the contractor’s expenses.

TIMBER: Timber, if used is to be best of its kind, well and properly seasoned, of mature growth, free from worm holes large loose or dead notes or other defects and sawn die square and will not suffer warping, splitting or other defects through improper handling. The hardwood is to be C.P. teak weighing not less than 45 lbs cubic foot with a moisture content tax.

GLASS: All glass, if used shall be of the best quality, free from specks, bubbles, smokes, veins, air holes, blisters and other defects. The kind of glass to be used shall be as mentioned in the item or specification or in the special provisions or as shown in detailed drawings. Thickness of glass panel shall be uniform. All glass to be approved manufacture complying with IS:3548-196 or as per approved quality and sample. The compound for glazing to metal is to be special non hardening compound manufacture for the purpose and of 9 brand and quality approved the interior Designer. In cutting glass, proper allowance shall be made for expansion. Each square of glazing to be in one whole sheet and after cutting the edges to be properly filled. On completion, clean all glass inside and out, replace all cracked scratched or broken panes and leave in good condition to the satisfaction of the Architect.

MELAMINE FACED PARTICLE BOARD: It should be three layered wood-based particle board, such as Nova pan melamine faced prelaminated on both sides. Particle board should be ISI 3087 FPTH (type II, 1965) marked on edges and should also confirm to German din standard DIN 66761. It should impart good bending strength, modules of elasticity, internal
bond strength and screw holding strength. Melamine faced surface should has resistant to crack at 100 and should pass cigarette burn test.

**POLISH:** The wooden article to be polished shall be first prepared to smooth surface with 400 fit black water proof sand paper. All dents shall be filled with epoxy putty and to be finally finished with DUCO, N.C. clear lacquer to a silk smooth finish.

**PLYWOOD:** Plywood for general purpose shall confirm to IS 303-1975. it shall be B.W.R grade in the thickness for the commercial type B.W.R grade plywood, formed with O.S. Mm. thickness. Commercial face veneers and 1.5 mm. thickness Intermediate veneers in two opposite grain direction shall be 1:1. The moisture content shall not be more than 12.5% by mass. It shall either be of Mafatlal, Kit ply, Archidply make or other equivalent approved made. Where B.W.P. grade is specified it should be boiling water proof confirming to I.S. standards.

**FASTENINGS AND HARDWARE:**

THE fixtures and fastenings, that is, but hinges, tee strap hinges, sliding door stoppers, casement window fasteners, casement stays and ventilators catch shall be made of the metal as specified in the item or its specifications.

They shall be of iron, brass, aluminium, chromium plated iron, chromium plated brass copper oxidized iron copper oxidized brass or anodized aluminium as specified.

The fixtures shall be heavy type. The fixtures and fastenings shall be smooth finished and shall be such as will ensure case of operation.

The samples of fixtures and fastenings shall be got approved as regards quality and shape before providing them in position.

Brass and anodized aluminium fixtures and fastenings shall be bright finished.

Screws, nails, bolts, will be of brass or other non-corrosive metal. In hardware, they will match the finish of the hardware item. Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws, in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching colour and grain of the wood surface, unless especially detailed.

**HARDWARE:** Hinges, locks, latches, door tracks etc. shall be as specified by the manufacture specified. In a variation of this quality of the substitute shall be equal to or better than the original specified, and samples should be submitted to the Architect for prior approval.

**HARDWARE AND METALS:** The hardware throughout shall be of approved manufacture and supply well-made and equal in every respect to the samples to be deposited with the Architect. The contractor any be required to produce and provided samples from many different sources before the Architect is able to make a decision and he should allow in his rates for so doing.
Fittings generally shall have a satin chrome or anodized finish unless otherwise specified, and shall be suitable for their intended purposes.

Screws are to match the finish of the article to be fixed and to be rounded of flat headed or counter sunk as required.

Cover up and protect at the brass and bronze surfaces with a thick grease or other suitable protective material, renew as necessary and subsequently clean off and clear away on completion.

Aluminium and stainless still shall be of approved manufacture and suitable for its particular application. Generally, the surfaces of aluminium shall have an anodized finish and both shall comply with the samples approved the Architect.

All steel brass, bronze, aluminium and stainless-steel articles shall be submitted to a seasonable test for strength; if so, required by the Architect at the Contractor’s expenses.

All brazing and welds are to be executed in a clean and smooth manner rubbed down and left in the flat test and tidiest way, particularly where exposed.

Chromium plated shall be in accordance with B.S. 1224 or as per approved specification and shall be on a base material of copper or brass or as specified by Architect.

**ENAMEL PAINTS:**

Oil paints shall be of 1st quality and the specified colour and shade, and as approved. The easy mixed paints shall only be used. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved stainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

All the paints shall meet with the following general requirements:

(i) Paint shall not show excessive setting in a freshly opened full can and shall easily be re-dispersed with a paddle to a smooth homogeneous stage. The paint shall show no curdling, livering, caking or colour separation and shall be free from lumps and skins

(ii) Paint as received shall brush easily, possess good levelling properties and show no running or slugging tendencies.

(iii) The paint shall not skin within 49 hours in three quarters filled closed container.

(iv) The paint shall dry to a smooth uniform finish from the manufactures and generally according to their instructions and without any admixtures what so ever.

Ready mixed paint shall be used exactly as received from the manufactures and generally according to their instructions and without any admixtures what so ever.
PLASTIC EMULSION PAINT: Pigmented priming coat (emulsion thinned with water) followed by three or more finishing coats of plastic emulsion paint. Pasted filler to be applied every coat exempting the final finishing coat and sanded.

LAMINATES: All the laminate to be used shall be of 1.0 / 1.5 mm. thickness in approved the colour and shade as proved and specified by the Architect. It shall be matt finish specified in approved make or its equivalent as per the sample shown by the Consulting unless otherwise specified. It shall satisfy all the I.S.I. standards for melamine coated laminated fibre boards contractor shall have to take approval of the Department for each sheet of the laminates.

VENEERS: The best quality natural wood veneers of the specified wood and of the specified thickness shall be used. It shall be in matching group and of uniform shade and as per the selection and approval. The contractor shall have to obtain the approval of the prior to pressing of veneers. The contractor shall have to use the brand of veneers as approved by the Architect.

RUBBER: Natural latex rubber (Geo foam or its equivalent) of specified density and the thickness shall be used for all the cushions and padding for upholstered furniture. Loose cushions of all furniture should have solid foam walling to keep up proper shape.
LIST OF INDIAN STANDARDS REFERED TO

1. I. S. No. 1200 – latest measurement of building and civil engineering work.
5. I. S. No. 1200 (part XXI) 1973 Method of measurement of building and civil engineering works. Part XXI woodwork and joinery.
9. I. S. No. 3364 (part II) – 1975, Methods of measurement and evaluation of defects in timber, part II converted timber.
22. I. S. No. 1734 (part I to XX). Plywood method of test for Part I : General Part II: Plywood Part III : Battens
24. I. S. No. 710 – Marine ply.
25. I. S. No. 3087 – 1965. Wood particle boards (Medium density)
34. I. S. No. 2395 (part I) – 1966 & 2395 (part II) – 1967
Painting to concrete, masonry, plaster surfaces code of practice for part – I operation and workmanship part II – schedule.

37. I. S. No. 137 – 1965. Specification for ready mixed paint brushing, matt or egg – shall flat finishing, interior to Indian standards colours as required.
41. I. S. No. 120 – 1950. Specification for ready mixed paint brushing grey filler for enamel for use over primer.
47. I. S. No. 5884 – Specification for woolen carpets.
51. I. S. No. 3499 – 1976 (part II) chairs for office purposes metal revolving and tilting.
57. I. S. No. 4414 – 1977. Table tops (wooden)

NB. The various items to be used in the interior decoration work shall be of ISI standards. Whenever the items / products do not have ISI mark / standard, shall be got tested for its quality etc. at the laboratory and necessary testing charges shall be borne by the contractor.
<table>
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<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Make / Model</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Glass</td>
<td>Modiguard Float / Saint Gobain / Asahi India</td>
</tr>
<tr>
<td>2</td>
<td>Comm. Plywood</td>
<td>Greenlam / Samrat / Archidply</td>
</tr>
<tr>
<td>3</td>
<td>Acrylic emulsion Paint</td>
<td>Asian Paints / Nerolac Paints / British Paint / ICI Dulux</td>
</tr>
<tr>
<td>4</td>
<td>Adhesives</td>
<td>Fevicol SH / National Starch Vemical / S. H. National starch</td>
</tr>
<tr>
<td>5</td>
<td>Hardware</td>
<td>Efficient Gadjet / EBCO / Hettich</td>
</tr>
<tr>
<td>6</td>
<td>Laminate</td>
<td>Greenlam / Sun mica (Aica) / Archidply</td>
</tr>
<tr>
<td>7</td>
<td>Door Closer</td>
<td>Efficient Gadjet / Godrej</td>
</tr>
<tr>
<td>8</td>
<td>Exposed wood</td>
<td>Ghana teak</td>
</tr>
<tr>
<td>9</td>
<td>Intermediate wood</td>
<td>Marandi</td>
</tr>
<tr>
<td>10</td>
<td>Gypsum Board Ceiling</td>
<td>Saint Gobain / Hilux</td>
</tr>
<tr>
<td>11</td>
<td>Latex Rubber</td>
<td>Geofoam or equivalent approved by Architect</td>
</tr>
<tr>
<td>12</td>
<td>Lock</td>
<td>Efficient Gadjet / Godrej / Hettich</td>
</tr>
<tr>
<td>13</td>
<td>Floor spring</td>
<td>Efficient Gadjet / Enox / Godrej</td>
</tr>
<tr>
<td>14</td>
<td>Mortise lock</td>
<td>(S.S. 304 matt finish): Godrej / Kich / Dunex</td>
</tr>
<tr>
<td>15</td>
<td>Melamine polish</td>
<td>Asian / Vemical</td>
</tr>
<tr>
<td>16</td>
<td>Telescopic channel</td>
<td>Godrej / EBCO / Hettich</td>
</tr>
<tr>
<td>17</td>
<td>Patch fittings</td>
<td>Ozone / Enox</td>
</tr>
<tr>
<td>18</td>
<td>Particle board</td>
<td>DECO board / Nepal board / Novapan</td>
</tr>
<tr>
<td>19</td>
<td>MDF</td>
<td>Nuwood / Duratuff</td>
</tr>
<tr>
<td>20</td>
<td>Pre-laminated board</td>
<td>Novapan / Decoboard / Royal touch</td>
</tr>
<tr>
<td>21</td>
<td>Edge Bands</td>
<td>Rehau or Doellken make</td>
</tr>
<tr>
<td>22</td>
<td>Hinges</td>
<td>EBCO / Hettich / Hafele</td>
</tr>
<tr>
<td>23</td>
<td>Hot melt glue</td>
<td>ICI / Jowat</td>
</tr>
<tr>
<td>24</td>
<td>Tiles</td>
<td>Somany / Asian (AGL), Kajaria</td>
</tr>
<tr>
<td>25</td>
<td>Electrical</td>
<td>Copper Wire RR, Mandev, Polycab, Kflex, Aflex</td>
</tr>
</tbody>
</table>

Note: The Contractor should obtain prior approval from EMPLOYER/Architects before placing order for any specific material / agency.
## ANNEXURE A

### List of important contracts executed by the contractor *

| Sr. No | काय नाम | संविदा के अनुसार कार्य की प्रकृति | मानक का नाम, पूरा पता और टेलीफोन नंबर देते हुए यह इंगित करें कि क्या यह राज्य सरकार/भारत सरकार का उपक्रम अथवा निजी निकाय है। | पूर्णता अवधि | कार्य का मूल्य ** (रू. लाख में) | निर्धारित वास्तविक | वातावरण ** (Rs. in lakh) |
|-------|--------|------------------|-----------------------------------------------------------------|-------------------|-----------------|-----------|
|       | Name of the Work including name of the building and location. | Nature of work involved in the contract | Name of The Owner and Indicate whether It is a State Govt./Govt Of India Undertaking Or Pvt. Body with Full Address and Telephone Numbers*** | पूर्णता अवधि Completion Period | Value of the work | संविदा के अनुसार कार्य की प्रकृति | ** (Rs. in lakh) |
| 1     | 2      | 3    | 4       | 5     | 6   | 7      |
|       |        |      |         |       |     |        |
|       |        |      |         |       |     |        |

* **आवश्यकतानुसार अलग/अतिरिक्त शीट्स का उपयोग करें**
  Use separate /additional sheets as per the requirement

** **केवल उन्हीं कार्यों का उल्लेख करें जो 8 लाख अथवा उसके ऊपर की हों।
  Mention the assignments where value of works costing Rs. 8 lakh and above only.

*** **ग्राहक का प्रमाणपत्र संलग्न करें**
  Attach Client’s certificates

आवेदक का हस्ताक्षर (पूरा पता और कार्यालय मुहर सहित)
Signature of the applicant with full address and office seal
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of the Work including name of the building and location.</th>
<th>Nature of work involved in the contract</th>
<th>Name of the owner and indicate whether it is a State Govt./Govt Of India Undertaking or Pvt. Body with Full Address and Telephone Numbers.</th>
<th>Stipulated date of completion</th>
<th>Expected date of completion</th>
<th>Present stage of work with Reasons if the work is getting delayed</th>
<th>Value of the work (Rs. in lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>3</td>
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<td></td>
</tr>
</tbody>
</table>

* आवश्यकतानुसार अलग/अतिरिक्त शीट्स का उपयोग करें Use separate /additional sheets as per the requirement

** केवल उन्हीं कार्यों का उल्लेख करें जो रु.8 लाख अवधि उसके ऊपर की हों। Mention the assignments where value of works costing Rs. 8 lakh and above only.

*** ग्राहक का प्रमाणपत्र संलग्न करें Attach Client’s certificates
ARTICLES OF AGREEMENT

made this ______ day of ______ between the National Bank for Agriculture and Rural Development (hereinafter called “the EMPLOYER”) of the one part and____________herein after called “the Tenderer”) of the other part.

WHEREAS the EMPLOYER is desirous of execution of Tender for Renovation Work of Conference Hall at Lower Ground floor, NABARD Tower, Bank Tinali, Itanagar, Arunachal Pradesh – 791111 and has caused drawings and specification describing the works to be done prepared by

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid 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 supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

2. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

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 supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

2. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
The manner specified in the said conditions and to perform in the said conditions and to abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to 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 the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the EMPLOYER and shall make good any damage done to walls, floors, etc. after the completion of such works.

The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the EMPLOYER and shall make good any damage done to walls, floors, etc. after the completion of such works.

The Tenderer hereby agrees to commence the work/job within the _______ day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the
provision for extension of time.

9. All payments by the EMPLOYER under this contract will be made only at Itanagar.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Itanagar and only Courts in Itanagar shall have the jurisdiction to determine the same to the exclusion of all other courts.

11. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.

12. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

13. IN WITNESS WHEREOF the EMPLOYER has set its hands to these presents through its duly s and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the tenderer is a company).

हस्ताक्षर | **Signature Clause**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक के लिए श्री------------- द्वारा स्वहस्ताधीकृत और सूची

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

(नाम और पदनाम / Name & Designation)

निम्नलिखित की उपस्थिति में In the presence of:

साक्षी Witness # 1 | साक्षी Witness # 2
हस्ताक्षर Signature:  

Name: Name:  

Address: Address:  

निम्नलिखित की उपस्थिति में  In the presence of: 

साक्षी Witness #1  

हस्ताक्षर Signature: 

Name: Name:  

Address: Address:  

साक्षी Witness #2  

हस्ताक्षर Signature: 

Name: Name:  

Address: Address:  

SIGNED AND DELIVERED by the Bidder by the hand of Shri (Name & Designation)
In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No. 8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Bank”) having agreed to -------------------------------type of work at_____ (Place: HO/RO/TE) (hereinafter referred to as “Services”) from_______ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref.NO._________Dated_______) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the__________ (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to_________ (validity date of BG) money
or monies not exceeding a total sum of Rs____/- (Rupees____________________only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.

2) This Guarantee shall be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to
act as if we are purchaser’s principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank’s obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

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

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

i) Our liability under this Bank Guarantee shall not exceed Rs. _______/-(Rupees only).

ii) This Bank Guarantee shall be valid up to _______/-(validity date);

iii) Unless actions to enforce the claims is filed on or before _______/-(validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before _______/-(validity date)

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

Dated this ___________ day of __________________ at __________________

For and on behalf of ___________________________________ Bank

Sd/- __________________________

The General Manager,
ANNUXURE E
Letter of Indemnity and Undertaking

We, the -----(bidder) hereby declare and certify that we are the rightful owners/licensees of the said article/ service/ solution offered for sale to NABARD and that the

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as ‘NABARD’) has expressed desire to avail ______(type of procurement) at ____ (Place) as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as__________, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said (bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

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

अनुसूची (कृपया नाबाद को यह सेवा प्रदान करने के लिए उपलब्ध कराए गए सभी हार्डवेयर की सूची अंग्रेजी शीर्ष पर दें)
**SCHEDULE** (Please list all the hardware supplied to NABARD for providing this service on a separate sheet)

भवदीय  Yours faithfully

(नाम और पदनाम)
(Name and Designation)
Pre Contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ______________ day of the month of ______________ between, on one hand, National Bank for Agriculture and Rural Development (NABARD) having its Regional Office at Bank Tinali, Opp Legi Complex, Itanagar, represented by Dr. Gopa Kumaran Nair, General Manager/Officer in Charge (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 Shri ____________, (designation)___________________ (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 getting executed the work of renovation of conference hall and its associated works and the BIDDER is willing to offer/ has offered the work 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,

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ______________ day of the month of ______________ between, on one hand, National Bank for Agriculture and Rural Development (NABARD) having its Regional Office at Bank Tinali, Opp Legi Complex, Itanagar, represented by Dr. Gopa Kumaran Nair, General Manager/Officer in Charge (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 Shri ____________, (designation)___________________ (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 getting executed the work of renovation of conference hall and its associated works and the BIDDER is willing to offer/ has offered the work 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.
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 work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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 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.

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 the 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 in being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. बोलीकर्ता, संबिदा की सुरक्षा अथवा उसकी सुरक्षा के लिए सहयोग के रूप में अपनी निविदा के किसी भी स्तर पर अथवा संबिदा पूर्वका या संबिदा प्रक्रिया अथवा किसी भी स्तर पर प्रश्न पद्धतियों, अनुप्रयुक्त साधनों और गैर कानूनी गतिविधियों को रोकने के लिए सभी प्रकार के उपाय करने का सच्चाई करने वाले अपनी शक्ति के लिए व्यक्तिके के लिए व्यक्ति के लिए अपनी प्रतिबद्धता व्यक्त करता है:-

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 बोलीकर्ता, बोली की प्रक्रिया से प्रयास अथवा परोक्ष रूप से जुड़े ब्रेक के किसी भी अधिकारी को अथवा किसी अन्य पक्ष को बोली की प्रक्रिया में सुविधा, मूल्यांकन, संबिदा और संबिदा के कार्यान्वयन के बदले में प्रत्यक्ष या महत्वपूर्ण व्यक्तियों के माध्यम से कोई रिश्ता, उपहार, प्रतिफल, पुरस्कार, सहायता, कोई भौतिक लाभ अथवा कोई सुविधा, कमीशन, शुल्क, ब्रोकरेज अथवा प्रतिबंधन नहीं देगा.

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 बोलीकर्ता आगे इस ब्रेक की घोषणा करता है कि उसने इस संबिदा के निष्पादन, इसकी प्राप्ति अथवा ब्रेक के साथ निपटाई संबिदा या किसी अन्य संबिदा के संबंध में या के के किसी अधिकारी या कार्यकर्ता की
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 disfavour 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 BIDDERs shall disclose any payments he has made, is committed to or has agreed to make, directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to 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 disfavour to any person in relation to the contract or any other contract with the Bank.

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence 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 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principles or associates. 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 disfavour to any person in relation to the contract or any other contract with the Bank.

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 disfavour to any person in relation to the contract or any other contract with the Bank.
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 बोलीकिर्ति, किसी भ्रष्ट पद्धति, अनुचित साधनों और गैर-कानूनी गतिविधियों के बदले किसी सहयोग को राहत नहीं करेगा. 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 बोलीकिर्ति, किसी भ्रष्ट पद्धति, अनुचित साधनों और गैर-कानूनी गतिविधियों के बदले किसी सहयोग को राहत नहीं करेगा. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 बोलीकिर्ति, व्यवसायिक सम्बन्धों के एक हिस्से के रूप में इलेक्ट्रॉनिक डाटा कैरियर में रखी गई सूचना सहित योजनाओं, तकनीकी प्रगतियों और व्यवसाय के विवरणों के संबंध में क्रेता द्वारा दी गई सूचना का उपयोग प्रतिस्पर्धा अथवा व्यक्तिगत लाभ या अन्य किसी की में देने जैसे अनुचित प्रयोजनों के लिए नहीं करेगा. बोलीकिर्ति, किसी भी धोखाधड़ी करता है कि इस प्रकार की किसी भी सूचना को प्रकाशित न करने के लिए यथोचित और पर्याप्त सावधानी बरती जाएगी. 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 बोलीकिर्ति, यह रूपांतरण करता है कि वह किसी भी प्रकार की शिक्षायत संपूर्ण और प्रमाणित तथ्यों के बिना सीधे अथवा किसी अन्य प्रकार से देने से विरोध.
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 बोलीकिर्ति, ऊपर वर्णित कार्यों को करने के लिए किसी की भी उकसाएगा नहीं और न ही किसी तूनीव व्यक्ति के माध्यम से ऐसे कार्यों के लिए किसी को उकसाएगा.
The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 यदि बोलीकिर्ति, अथवा बोलीकिर्ति को कोई कर्मचारी अथवा बोलीकिर्ति की ओर से कार्य करने वाला व्यक्ति डेटा के किसी अधिकारी का प्रत्यक्ष या परोक्ष रूप से रिश्तेदार है अथवा विकल्प: यदि डेटा के किसी अधिकारी के रिश्तेदार निजी कंपनी की व्यक्ति में विभिन्न रूप है, हिस्सा तो निभाया भरने समय बोलीकिर्ति को वह जानकारी प्रकट करनी होगी. इस प्रयोजन के लिए ‘रिश्तेदार’ शब्द की परिभाषा कंपनी अधिनियम, 1986 की धारा 6 में दिए गए अनुसार होगी.
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 filling of tender. The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1986.

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.

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 of Rs.20,000/- as Earnest Money/ Security Deposit, with the BUYER through Bank Draft or a Pay Order in favour of NABARD.

The Earnest Money/ Security Deposit shall be valid up to a period of five years or 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. The buyer may 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. 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.

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 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.

6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1(i) to (vii) 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.

7. Facilitation of Investigation

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.

8. Law and Place of Jurisdiction

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

9. 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.

10. Validity

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.
11.2 If any or several provisions of this Pact are 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.

12. पक्ष एवं बिडर इस सत्यतन्त्र समझौते पर ____________ को ________________ पर हस्ताक्षर करते हैं.

The parties hereby sign this Integrity Pact at__________________ on _________

क्रेटा/ BUYER
अधिकारी का नाम/ Name of the Officer
नाबाजारी/ NABARD

वोलीबॉर्ड/ BIDDER
मुख्य कार्यालय अधिकारी पदनाम
Chief Executive Officer Designation

साक्षी/ Witness
1.

साक्षी/ Witness
1.

2.

2.
EXISTING DESIGN

HALL 1
CEILING AREA = 45.20 sq.m.
WALL AREA = 87.75 sq.m.
TOTAL AREA = 132.95 sq.m.

HALL 2
CEILING AREA = 22.31 sq.m.
WALL AREA = 55.89 sq.m.
TOTAL AREA = 78.20 sq.m.
WALL MODIFICATIONS/ CIVIL WORKS

HALL 1
CEILING AREA = 45.20 sq.m.
WALL AREA = 87.75 sq.m.
TOTAL AREA = 132.95 sq.m.

HALL 2
CEILING AREA = 22.31 sq.m.
WALL AREA = 55.89 sq.m.
TOTAL AREA = 78.20 sq.m.

COMPLETELY REMOVED

MODIFIED FOR DOOR OPENINGS
PROPOSED DESIGN