



NABARD

TAKING RURAL INDIA >>FORWARD

**TENDER FOR SUPPLY & INSTALLATION OF OFFICE AND RESIDENTIAL
FURNITURE ITEMS AT NABARD, MIZORAM RO, AIZAWL**

**General Manager,
National Bank for Agriculture and Rural Development,
Mizoram Regional office,
Ramhlun Road, Bawngkawn, Aizawl**

TECHNICAL BID

Date of Issue of Tender Document	26 October 2018
Pre-bid meeting with bidders	1100 Hrs. (IST) on 09 November 2018
Last Date for submission of tender	1500 Hrs. (IST) on 16 November 2018
Date & Time of Opening of Technical Bid	1530 Hrs. (IST) on 16 November 2018
Date & Time of Opening of Financial Bid	Will be communicated to qualified bidders after opening of technical bid

Name of the Contractor to whom issued or who has downloaded from website:

M/S. -----

Address:



FORM OF TENDER

Date:

The General Manager
National Bank for Agriculture and Rural Development
Mizoram Regional office,
Ramhlun Road, Bawngkwan
Aizawl.

Dear Sir,

TENDER FOR SUPPLY & INSTALLATION OF OFFICE AND RESIDENTIAL FURNITURE ITEMS AT NABARD, MIZORAM RO, AIZAWL

I / We the undersigned have carefully gone through and clearly understood, after visiting the site, the tender drawings and tender documents comprising of the tender form, Notice of Tender, General terms and conditions of tender, Special Conditions, Specifications and Schedule of Quantities prepared by you.

I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ price Bid and in accordance in all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

I / we do here by undertaken to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

In the event of this Tender being accepted I / we agree to enter into an agreement as and when required and executed the contract according to your form of Agreement, in default whereof, I / we do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

I / we further agree to complete the work included in the said schedule of quantities within **02** months from the date of commencement. Date of commencement shall be one-week from the date of the acceptance letter is issued to the contractor.

I / we agree to employ only those sub-contractors; approved by Employer. I/we agree to provide the list of all the sub-contractors in the beginning or at least one week prior to commencement of the work by the said sub-contractor. In case of non-compliance, I/ we authorize / bank to stop the work at site.

MEMORANDUM

a) Description of work	TENDER FOR SUPPLY & INSTALLATION OF OFFICE AND RESIDENTIAL FURNITURE ITEMS AT NABARD, MIZORAM RO, AIZAWL
b) Cost of Tender	The Bidder shall furnish Cost of Tender for Rs.1,500/- (Rupees One Thousand Five Hundred only). The Cost of Tender amount shall be directly credited to NABARD current account [Account Name – NABARD, A/c No. 00000035231653957, IFSC – SBIN0007059 and Bank Name- SBI, Bawngkwan as per the details mentioned in the tender. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without amount of Cost of Tender shall be rejected out rightly. The Cost of Tender is non-refundable.
c) Earnest Money Deposit (EMD)	The Bidder shall furnish an EMD for Rs.1,22,000/- (Rupees One Lakh Twenty Two Thousand only). The EMD amount shall be directly credited to NABARD current account (Account Name – NABARD, A/c No. 00000035231653957, IFSC – SBIN0007059 and Bank Name- SBI, Bawngkwan) as per the details mentioned in the tender. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
d) Integrity Pact	The tenderer has to enter into an Integrity Pact with Bank on Rs. 200/- Non- Judicial Stamp Paper as per the format given in ‘Annexure A1’ to become eligible to participate in the tender.
e) Time for completion	Date of commencement shall be one-week from the date of issue of work order to the contractor. The work should be completed within 02 months from the date of commencement.
f) Retention Money Deposit (RMD)	5% from every Running Account (R.A.) Bill.

We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

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 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.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm
Authorized to sign:

OR

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

Yours faithfully,

Signature of Tenderer

करार की शर्तें Articles of agreement

(On Non-judicial stamp paper as per rules applicable in Mizoram)

करार के ये अनुच्छेद माह केवें दिन ARTICLES OF AGREEMENT made this एक पक्ष के रूप में राष्ट्रीय कृषि और ग्रामीण विकास बैंक _____ day of _____ (जिसे इसके पश्चात् "नियोक्ता" कहा जाएगा) और सी - between the (NABARD) and having its Head 24, जी-ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (ई), मुंबई Office at C-24, G-Block, Bandra Kurla Complex, - 400051 में अपने प्रधान कार्यालय और रामलुन Office at Ramhlun Road, Bawngkwan, Aizawl रोड, बावंगकवान, ऐजोल में क्षेत्रीय कार्यालय और दूसरे Office at Ramhlun Road, Bawngkwan, Aizawl पक्ष के रूप में (जिसे इसके पश्चात् (hereinafter called "the Employer") and "निविदाकर्ता" कहा जाएगा) और दूसरे पक्ष के रूप में _____ (hereinafter called "the (जिसे इसके पश्चात् "निविदाकर्ता" कहा Tenderer") of the other part. जाएगा) के बीच निष्पादित किए जाते हैं.

यतः नाबार्ड, मिजोरम क्षे.का., ऐज़वाल में कार्यालय और आवासीय फर्नीचर आइटम की आपूर्ति और स्थापना के लिए निविदा का कार्य निष्पादित करवाना चाहता है और नियोक्ता की दिशा में या उसके तहत तैयार किए जाने वाले काम को दिखाए जाने और काम करने के लिए बोली / वित्तीय और मूल्य बोली का कारण बन गया है।

WHEREAS the Employer is desirous of getting executed the work of **TENDER FOR SUPPLY & INSTALLATION OF OFFICE AND RESIDENTIAL FURNITURE ITEMS AT NABARD MIZORAM RO, AIZWAL** and has caused financial/price Bid showing and describing the work to be done to be prepared by or under the direction of the Employer.

तथा यतः, निविदाकर्ता मूल्य बिड में दी गई शर्तों और इस करार में आगे दिए जा रही शर्तों (इन सभी को इसके पश्चात् "उक्त शर्तें" कहा जाएगा) के अधीन उक्त तकनीकी विनिर्देशनों, और मूल्य बिड में शामिल संबंधित दरों इसमें आगे निर्धारित की जाने वाली राशि अथवा कोई अन्य देय राशि (इस राशि को इसके पश्चात् "उक्त ठेका राशि" कहा जाएगा) पर उक्त कार्यों को निष्पादित करना स्वीकार करता है.

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").

अब एतद्वारा निम्नानुसार स्वीकार किया जाता है :-

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. इसमें आगे उल्लेख किए जाने वाले प्रतिफल पर निविदाकर्ता, अनुबंध में दी जा रही शर्तों के अधीन कार्य करेगा और संविदा में दर्शाए गए, मात्राओं की अनुसूची और उक्त शर्तों में वर्णित अथवा निर्दिष्ट कार्यों को पूरा करेगा.

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

2. नियोक्ता निविदाकर्ता को उक्त निविदा राशि अथवा समय-समय पर देय हाने वाली राशि का उक्त शर्तों में विनिर्दिष्ट तरीके से भुगतान करेगा.

3. उक्त शर्तों और उनके साथ के अनुबंधों तथा इसके साथ लगे दस्तावेजों को इस करार के ही एक भाग के रूप में पढ़ा जाएगा और उसका अर्थ भी उसी प्रकार निकाला जाएगा तथा दोनों पक्ष उक्त शर्तों का ससम्मान पालन करेंगे और तथा उक्त शर्तों और इसके साथ लगे दस्तावेजों को स्वीकार करेंगे और उनके अनुसार अपनी-अपनी ओर से इस करार का निष्पादन करेंगे. यह करार और इसमें उल्लिखित दस्तावेज इस संविदा का आधार बनेंगे.

4. यह संविदा पूरे कार्य हेतु मद दर संविदा है जिसके अंतर्गत दरों की अनुसूची में दी गई दर पर अथवा उक्त शर्तों में दिए गए प्रावधानों के अनुसार कार्य स्थल पर आवश्यक इन्स्टालेशन करने पर भुगतान किया जाता है.

5. निविदाकर्ता नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों के सभी कार्यों में सहयोग प्रदान करेगा तथा ऐसे कार्य समाप्त होने के पश्चात् दीवारों, फर्शों इत्यादि को हुई किसी भी हानि को ठीक करेगा.

6. इस संविदा पर बिना प्रतिकूल प्रभाव डाले नया कार्य जोड़कर अथवा कार्य की कोई मंटे हटाकर अथवा इसी कार्य को भागों में करवाने द्वारा इस कार्य की प्रकृति को बदलने का अधिकार नियोक्ता अपने पास सुरक्षित रखता है.

7. समय इस संविदा का सर्वाधिक महत्वपूर्ण तत्व होगा, तथा निविदाकर्ता एतद्वारा यह स्वीकार करता है कि वह कार्यादेश मिलने के दसवें दिन के भीतर उक्त शर्तों में दिए गए अनुसार कार्य/ काम शुरू कर देगा और कार्यादेश प्राप्त किए जाने की तारीख से गणना करते हुए समय को बढ़ाए जाने का प्रावधान होते हुए भी नीचे विनिर्दिष्ट समय सीमा के भीतर पूरा कार्य खत्म कर देगा.

8. नियोक्ता द्वारा इस संविदा के तहत किए जाने वाले सभी भुगतान सिर्फ मुंबई में ही किए जाएंगे.

9. निर्माण, अर्थ डरे, परिचालन अथवा करार की वैधता या इसके उल्लंघन के मामले में उठनेवाले

2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.

3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.

4. This contract is an item rate contract for 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.

5. 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.

6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.

7. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to commence the work/ job within the tenth 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.

8. All payments by the Employer under this contract will be made only at Mumbai

9. All disputes or differences whatsoever arising out of or relating to the construction, meaning, scope, operation or effect of the agreement of the validity or the breach thereof shall be

विवाद या मतभेद नियोक्ता के प्रतिनिधि और निविदाकर्ता के प्रतिनिधि मिलकर परस्पर सम्मति से निपटाएंगे. अन्य पक्ष द्वारा जानकारी में लाए जाने के बाद इन विवादों और मतभेदों को परस्पर सम्मति से 30 दिन के भीतर नहीं निपटाए जाने की स्थिति में विवाचन और समाधान अधिनियम, 1996 के अनुसार इस विवाद का निपटान किया जाएगा और इसके परणाम स्वरूप दिया गया निर्णय पक्षों के लिए अंतिम होगा और निर्णयात्मक व बाध्यकारी होगा. विवाद का स्थान मुंबई अथवा बैंक के कार्यालय स्थित राज्य की राजधानी माना जाएगा

resolved amicably between the Employer representative and the tenderer representative. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by other party, then the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be at Mumbai or the capital of the State where the Bank's office is situated.

10. कि निविदाकर्ता ने स्थल का दौरा किया है और निष्पादित किए जाने वाले कार्य स्थल की वर्तमान स्थितियों को पूरी तरह से समझ लिया है.

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

11. कि निविदाकर्ता द्वारा इस संविदा के विभिन्न भागों को पढ़ा और निविदाकर्ता द्वारा पूरी तरह समझ लिया गया है.

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

इसके साक्ष्य के रूप में नियोक्ता ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से इन विलेखों पर हस्ताक्षर किए तथा निविदाकर्ता ने इन विलेखों और उक्त दो डूप्लीकेट प्रतियों पर इस दस्तावेज़ में सबसे पहले लिखे गए स्थान और वर्ष व तारीख के दिन अपने हस्ताक्षर किए और अपनी कॉमन सील लगाई. (यदि निविदाकर्ता कोई कंपनी है तो).

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

हस्ताक्षर खंड

Signature Clause

राष्ट्रीय कृषि और ग्रामीण विकास बैंक की ओर से अधोलिखित के हाथों हस्ताक्षरित और सौंपा गया श्री

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

(नाम व पदनाम)

(Name & Designation)

ठेकेदार की ओर से अधोलिखित के हाथों हस्ताक्षरित और सौंपा गया

SIGNED AND DELIVERED by the Bidder by the hand of

श्री

(नाम व पदनाम)

साक्षी सं.1

हस्ताक्षर :

नाम :

पता :

साक्षी सं.2

हस्ताक्षर :

नाम :

पता :

Shri

(Name & Designation)

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

PRE-QUALIFICATION CRITERIA AND SUPPORTING DOCUMENTS



The Tenderer should have at least 07 years of experience of working with nature of similar works as briefly mentioned below:

A) TENDER FOR SUPPLY & INSTALLATION OF OFFICE AND RESIDENTIAL FURNITURE ITEMS amounting to around Rs.61.00 lakh only.

1. The Contractors having experience of executing above types of works under a single contract may apply with detailed certificates / credentials to the General Manager, Mizoram Regional Office, Ramhlun Road, Bawngkwan, Aizawl. The prescribed form can be downloaded from our web site www.nabard.org.
2. The contractors who have minimum 07 years of experience (ending 31.03.2018) in undertaking similar works and who fulfil the following criteria are eligible to tender:

Minimum 07 years' experience in the field of Interior works/fabrication, supply and installation of furniture, which includes all the activities mentioned above.

Should have carried out minimum 1 similar work during last 05 years (ending 31.03.2018) with work order value not less than Rs.49.00 lakh

OR

Should have carried out minimum 2 similar works during last 05 years (ending 31.03.2018) with work order value (individually) not less than Rs. 31.00 lakh each.

OR

Should have carried out minimum 3 similar works during last 05 years (ending 31.03.2018) with work order value (individually) not less than Rs. 25.00 lakh each.

3. The tenderers should have average Annual Turnover of Rs.25.00 Lakhs during the last three years ending 31 March 2018 supported with copies of audited balance sheets or a registered Chartered Accountant certified statement of accounts.
4. The tenderers should have applicable Tax registrations (GST, PAN).
5. The tenderers should have valid GST No.
6. Tenderers should have a current / savings bank account with a scheduled commercial Bank.
7. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
8. Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as per the Performa. Failing which shall lead to cancellation of application of Tenderer.

9. While deciding upon the selection of Tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule.
10. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
11. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
12. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by NABARD will be ineligible to participate in the tendering process.

PRE-QUALIFICATION RELATED INFORMATION

Sr. No.	Criteria	Supporting documents to be submitted
1	<p>The contractors who have minimum 07 years of experience (ending 31.03.2018) in undertaking similar works and who fulfil the following criteria are eligible to tender:</p> <p>Minimum 07 years' experience in the field of Interior works/fabrication, supply and installation of furniture, which includes all the activities mentioned above. Should have carried out minimum 1 similar work during last 05 years (ending 31.03.2018) with work order value not less than Rs.49.00 lakh</p> <p align="center">OR</p> <p>Should have carried out minimum 2 similar works during last 05 years (ending 31.03.2018) with work order value (individually) not less than Rs.31.00 lakh each.</p> <p align="center">OR</p> <p>Should have carried out minimum 3 similar works during last 05 years (ending 31.03.2018) with work order value (individually) not less than Rs.25.00 lakh each</p>	<p>Work orders and completion certificates in support of experience to be enclosed.</p>
2	<p>Should have working experience as practicing in Interior works/fabrication, supply and installation of furniture for at least 7 years</p>	<p>Experience certificate from the clients /companies to be enclosed.</p>
3	<p>Name & registered address of Contractors</p>	<p>Supporting documents to be attached.</p>
4	<p>The applicant should have qualified engineer/technical personnel with sufficient experience in fabrication of furniture and supervision of interior works.</p>	<p>Organizational set up of the firm including names, qualifications and experience of partners/associates and staff, to be submitted as per enclosed format (Part - I - Basic Information) and (Part - III - Technical personnel & Experience).</p>
5	<p>Important large similar projects executed during the last 7 years by the firm together with approximate cost of the individual project. The full postal address of the client for whom the works have been executed shall also be given</p>	<p>As per the enclosed format (Part - II (a) - Previous Experience).</p>

6	Important large similar supply orders on which the firm is engaged at present with estimated cost of the individual project. The full postal address of the client shall also be given	As per the enclosed format (Part - II (b) - Important projects in hand).
7	Whether working with any of the Govt. / Semi Govt. Undertaking/s as approved contractors and if so, furnish details.	As per the enclosed format (Part - II (a) or II (b) whichever is applicable).
8	Name & address of the Bank/Bankers of the firm	Attach a separate neatly typed sheet on the letter head.
9	Average annual financial turnover during last 3 years ending 31 March 2018 should be at least Rs.25.00 lakh.	Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial years.
10	Details for Electronic payment	As per enclosed format.
11	Client Confidential Report of works and site inspection of executed works	Shall be done by NABARD.



PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/ service providers for effecting payment through ECS (e-payments)

Name and address of Contractor with phone no.

Name of the account holder (As appearing in the Bank account)

Name of the Bank

Name of the Branch

Account number

RTGS/ NEFT/ IFS Code

Type of account (Savings, current, etc.)

PAN

GST No.

Signature

Encl : (1) one cancelled cheque leaf

: (2) copy of PAN card

PART – I

BASIC INFORMATION

Sl.	Particulars	Information
1	Name of the organization	
2	Type of Organization AA- Whether Proprietorship, Partnership etc. (Please enclose related documents)	
3	Name of the Proprietor/ Partners/ Directors in the organisation	(a)
		(b)
		(c)
4	Details of Registration (Firm, Company etc.) (Registering Authority, Date, Number etc.)	
5	Experience in the respective field of work (Please enclose supporting documents)	Years
6	a) Registered office address and telephone no.	
	b) Office address through which the work will be handled in Chandigarh	
7	Indicate if involved in any litigation, arbitration or any civil suit pending in any of the works executed during last 7 years/ being executed. If yes, please furnish the name of the project & employer, nature of work, contract value, work order and date & brief details of litigation. Attach a separate sheet, if required	
8	Kindly mention if your firm/ agency/ company is blacklisted/ debarred by NABARD along with relevant details	

SIGNATURE OF THE APPLICANT
(WITH SEAL)



PART – II (a)

PREVIOUS EXPERIENCE

List of similar works* of Higher values executed by the firm during the last 7 years (costing as mentioned in the Eligibility Criteria)

The details of previous experience with NABARD in any of the centres may be provided separately (in tabular form)

Sr. No.	Name of the work & location	Nature of work involved in the contract	Name & address of the owner and	The full name, designation , address of the officer under whom the work was carried out	Contract Amount (In Rs. Lakh)	Completion period (stipulated)	Completion period (actual)	Whether the work was left incomplete or contract was terminated from either side	Any other relevant information including reason, if any, for delay in completion of work
1	2	3	4	5	6	7	8	9	10

**SIGNATURE OF THE APPLICANT
(WITH SEAL)**

* Attach a separate sheet, if required.

PART – II (b)

WORK IN-HAND

List of Important works* in-hand (costing as mentioned in the Eligibility Criteria)

Sr. No.	Name of the work & location	Nature of work involved in the contract	Name & address of the owner and	The full name, designation, address of the officer under whom the work was carried out	Contract Amount (In Rs. Lakh)	Completion period (stipulated)	Completion period (actual)	Whether the work was left incomplete or contract was terminated from either side	Any other relevant information including reason, if any, for delay in completion of work
1	2	3	4	5	6	7	8	9	10

SIGNATURE OF THE APPLICANT
(WITH SEAL)

* Attach a separate sheet, if required.

PART-III

LIST OF TECHNICAL PERSONNEL

Giving details about their Technical qualifications, experience etc.

Sr. No.	Name	Age	Qualifications	Experience	Nature of work handled	Name of the Projects handled costing more than Rs. 80.00 Lakh	Date from which employed in your organization	Any other remarks
1	2	3	4	5	6	7	8	9

SIGNATURE OF THE APPLICANT
(WITH SEAL)

* Attach a separate sheet, if required.

GENERAL INSTRUCTIONS

1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

- i) The tenderers should quote their rates in figures and words where the quantities have been indicated in the relevant items of the schedule of quantities, failures to do so may invalidate the tender. Erasing or over writing shall not be allowed. Corrections in the tender should be avoided if this becomes unavoidable, the entire rate (and not a portion only) shall be scored out and signed (not simply initiated) by the tenderer as token of such cancellation. A fresh rate in specified manner shall then be correctly written.
- ii) In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family.
- iii) All corrections are to be initialled.
- iv) The tenderer is to quote this rate in ink/type both in words and figures in English. The tender shall be clearly and legibly written and whole writing must be by the hand of the person signing the tender and with the same pen and ink/type.
- v) The employer reserves to itself the right to accept the lowest or split up and distribute any items of work to any specialist firm or firms without assigning any reason. The employer reserves the right to split up and distribute the work to more than one tenderer, if necessary. Signature/initial with company seal on each page will be deemed to be the acceptance of the contents of this tender paper by the tenderer.
- vi) Tenderer shall note that their tenders shall remain open for acceptance for a minimum period of **two months** from the date of opening the financial bid. The tender must be unconditional. Conditional tenders may be summarily rejected.

2. RATES TO INCLUDE:

While quoting their rates the tenderer should include the following also if otherwise not stated herein before.

- a) Necessary cost of taking samples of materials supplied by them for construction testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- b) Submission of test reports of other materials as may be specified Bank.
- c) Rates should be quoted considering all prevailing Taxes excluding GST as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account. GST shall be paid separately.

d) Electricity and water will be provided by NABARD free of cost.

e) Basic rate:

1. Basic rate is applicable in case of items to be purchased directly by contractor from manufacturer or authorised dealer of one of the approved make. Purpose of basic rate is to provide the bidder an indication of the quality expected.

2. This is derived from latest list price of model and make of furniture confirming to specifications indicated in the tender excluding GST.

3. Contractor may make suitable provisions for meeting all tender obligations as per document such as transport cost, insurance, overheads and profits etc and also consider trade discount available to him from manufacturer or dealer and quote the same in form of % above or below the basic cost indicated against each item. No extra payment will be made to contractor.

4. The bidder will quote above or below the basic rate in percentage terms. The actual payment will be made by applying this percentage to the rate of item approved by Bank.

5. Contractor will have to submit the latest list price duly authenticated by manufacturer with his bill. Bank will have right to verify the same. Original GST INVOICE of all the items shall be produced to Bank for verification.

f) The quoted rate shall include the cost of all minor/sundry items to make it functional.

3. WORKING HOURS:

Since the site is a Office Premises, the Contractor may execute the work in days, nights & on holidays. No extra payments will be made to the contractor on account of carrying out the works during holidays and at odd hours.

4. STORAGE OF MATERIALS:

On-site storage space may be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD shall not be responsible for Contractor's materials. The Contractor shall be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.

5. LABOUR HUTMENT:

Shelter or stay for the labourers has to be arranged by the contractor outside office premises.

6. **IDLE LABOUR AND EXTENSION OF TIME:**

- a) In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer for any of the conditions as per General conditions of contract, the contractor shall be allowed reasonable extension of time by the employer but any additional/ extra claim for payment to idle labour /tools /establishment /plant etc during this period shall not be the liability of the employer. Contractor's quoted rates should include for all such contingencies.
- b) The Contractor or his authorized representative should visit the site frequently as required by NABARD for any clarifications and to receive instructions, take measurements, etc. at the site. The work should not suffer due to lack of supervision, manpower and materials.
- c) The Contractor is required to co-ordinate his works along with other agencies working at site. He has to reimburse for any of the damage made by him or any of his representatives to any other agency or the owner at site.
- d) Nothing extra will be paid for making any cut-out / opening for electrical wiring /fitting in any of false ceiling, partition, Panelling, masonry work etc. Contractor's quoted rates should include for all such works.
- e) The contractor is required to fabricate a sample where required, or any item so installed for approved. Any changes made by the 's / Employers, in the sample to the specifications as mentioned in the tender, shall not be deducted or paid extra. The bulk production of the furniture can only be taken up after the final approval of the sample of the item.
- f) The partitions shall be so fixed that all joinery work is in plumb and true in line. The partition frame shall be firmly fixed to the floor and ceiling by using suitable wall plugs and screws.
- g) The contractor shall check all dimensions before fabricating and fixing the partitions or ceiling in position at site.
- h) All measurements given in the schedule hereunder are for the purpose of tender only. Payment will be made on actual measurement of the work done to the full satisfaction of NABARD/.
- i) All measurements shall be as per relevant I.S.I. standards and Materials used should conform to relevant Codes.
- j) Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of NABARD.

GENERAL CONDITIONS OF CONTRACT



1. INTERPRETATION

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

Employer: The term employer shall denote **NABARD** with their Head office at B.K.C, BANDRA (E), NABARD and Regional Office - MIZORAM at Ramhlun Road, Bawngkwan, Aizawl and any of its employees representative authorized on their behalf.

Contractor: The term 'Contractor' shall mean _____

(Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.

Site: The site shall mean the site where the works are to be executed.

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

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

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

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

"The Works" shall mean the SUPPLY & INSTALLATION OF OFFICE & RESIDENTIAL FURNITURE ITEMS to be executed or done under this contract.

"Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.

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

"Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

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

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

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

‘Virtual Completion’ shall mean the site is in the opinion of the Employer fit for occupation.

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

2. SCOPE OF WORK:

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. With approval of NABARD issue further drawings and / or written instructions, details directions and explanations which hereafter collectively referred to as ‘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 specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and / or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

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

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

3. TENDERERS SHALL VISIT THE SITE

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

4. TENDERS

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

(Also see GENERAL INSTRUCTIONS for the guidance of Tenderers)

The schedule of quantities shall be filled in as follows:

- a) The “Rate” column to be legibly filled in ink in both English figures and English words.
- b) Amount column to be filled in for each item and the amount for each sub head as detailed in the “Schedule/ Bill of Quantities”.
- c) All corrections are to be initialled.
- d) In case of any errors / omissions in the quoted rates, the rates given in the tender marked “original’ shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender paper.

The Employer reserves the right to reject the lowest or any tender and to discharge any or all of the tenders of each section.

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

The works will be paid for as “measured work” on the basis of actual work done and not as “lump sum” contract, unless otherwise specified.

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

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

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

5. AGREEMENT

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

6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The Contractor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of a local authority, and of any water, lighting and other companies on authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the 's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the Contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming to the provisions, regulations or bylaws in questions.

The Contractor shall bring to the attention all notices required by the said acts, regulations or bylaws to be given to any Authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer , before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

7. TAXES AND DUTIES

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

8. NOTICES AND STATUTORY REGULATIONS:

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

9. QUANTITY OF WORK TO BE EXECUTED

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

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

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

11. EARNEST MONEY AND SECURITY DEPOSITS

The Bidder shall furnish an EMD for Rs.1,22,000/- (Rupees One Lakh Twenty Two Thousand only). The EMD amount shall be directly credited to NABARD current account [Account Name – NABARD, A/c No. 00000035231653957, IFSC – SBIN0007059 and Bank Name- State Bank of India, Bawngkawn] as per the details mentioned in the tender. Counterfoil/

receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

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

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same (except such painting or other decorative work may desire to delay) on or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the NABARD/ the works be delayed:

- a) By force majeure or
- b) By reason of any exceptionally inclement weather or
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners of public authorities arising, than through the Contractor's own default or
- d) By the works or delays of the contractors/tradesmen engaged or nominated by the Employer and not referred in the Schedule of Quantities and / or specifications or
- e) By reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders or
- f) By reason of the NABARD/'s instructions, or
- g) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving the NABARD/ reasonable time to prepare such instructions, the shall make a fair and reasonable extension of time for completion of the Contract works.

In case of such strike or lock-out, the Contractor shall as soon as possible, give written notice thereof, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all them may reasonably be required, to the satisfaction of the to proceed with the work.

The Contractor on starting the works shall furnish to the Employer a Bar chart for carrying out the work stage in the stipulated time for the approval Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by , a weekly progress report stating the number of skilled and un skilled labourers employed on the work, working hours done, place, type, and quantity of work done during the period.

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

14. LIQUIDATED DAMAGES

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

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at rate of 0.25 % of contract value for each week of delay subject to maximum of 5% of the contract value.

15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

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

All mandatory tests shall be carried out as per specifications. If required by the Employer, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. No extra payment on this account shall in any case be entertained.

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

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

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

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

16. REMOVAL OF IMPROPER WORK, ITEMS SUPPLIED AND INSTALLED

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

17. SITE ENGINEER

The Employer may appoint a Site Engineer if required, who will be representative of the Employer. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Employer.

The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the is obtained, the work will from time to time be examined by the or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Employer.

18. CONTRACTOR'S EMPLOYEES

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

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

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

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

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

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

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

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

19. DISMISSAL OF WORKMEN

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

20. ASSIGNMENT

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

21. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may

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

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

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The original insurance policy will be with NABARD which will be jointly in the name of the Employer and contractor and the duplicate will be with the contractor. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the **CAR (Contractors All Risk Policy)** for insurance equal to the amount of issued work order for this work. CAR is compulsory and must be effected from the commencement of work to completion of defect liability period. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

22. MEASUREMENTS

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

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

23. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer. Normally, one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

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

The Employer will deduct retention money as described in Memorandum of Form of Tender. The refund of retention money will be made after completion of defects liability period.

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

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude, the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion.

Final Payment

The final bill shall be accompanied by a certificate of completion from the Employer. Payments of final bill shall be made after deduction of Retention Money as specified above, which shall be refunded after the completion of the Defects Liability Period after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

24. VARIATION / DEVIATION

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

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

25. SUBSTITUTION

Substitution is generally not allowed. In case of exception, it will be permitted after the approval of the Employer in writing for any such substitution well in advance. Materials designated in this specification shall be prefer first and in case of non-availability those

mentioned in BoQ the substitution by “Equal” or “Other approved” etc. needs approval of the Employer in writing.

26. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/.

27. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the Retention Money together with any expenses the Employer may have incurred in connection therewith.

28. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would not be entertained under any circumstances.

29. SUSPENSION OF WORKS

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

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 30 below. (Termination of Contract by Employer)

30. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official

Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfil the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

31. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons

who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators:

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

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

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

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

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties.



Subject to aforesaid the provisions to the Arbitration Act. 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

SPECIAL CONDITIONS OF CONTRACT

1. DRAWINGS AND SPECIFICATIONS

The works shall be carried out to the entire satisfaction of the EMPLOYER , in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the , and in accordance with such written instructions, directions and explanations as may from time to time be given by the , whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceedings with such work, give notice in writing to this effect to , and in the event of the /employer agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the contractor fail to agree as to whether or to there is an extra, then, the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and it so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfilment of this contract.

No drawings shall be taken as in itself on order for variation unless, in addition to the 's signature, it bears express words stating that is intended to be such an order or bears a remark '**VALID FOR EXECUTION**'. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 (Authorities notices, patent right and royalties) or by the Authorities of directions in drawing herein mentioned.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished.

2. INSPECTION OF DRAWINGS

Before filling in the tender, the contractor will have to check up all drawings and schedule of quantities, and will have to get an immediate clarification from on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.

3. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, royalties, duties as well as transportation, so as to execute the contract as per the rules and regulations of Local Bodies, State Government and Government of India.

The rates quoted in the tender should include all charges for:

- a) Labor, transportation maintenance fixing, carrying, cleaning, making good, hauling, watering etc
- b) Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.

- c) Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.
- d) Meeting all obligations indicated in tender document.

4. SITE SUPERVISION

The contractor shall appoint at his own cost, competent and adequate number of qualified persons at site, for (1) joint measurements and preparations of bills, (2) for testing materials, (3) for other general supervision. Their appointment may be consulted with Employer. The site Engineers shall not be removed from the site without the written consent of the Employer.

5. MATERIALS AND WORKMANSHIP

The contractor under this contract binds himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of the employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

6. DIMENSIONS

Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Large-scale details take precedence over small-scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

7. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the BAR chart charges for 's approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the programme of works as per BAR charts showing the proportionate progress of work.

8. PROCUREMENT OF MATERIALS

Contractor shall procure all factory made materials for the work from manufacturer or authorised dealers directly. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

The contractor will get sample of all materials approved by the Employer before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of approved make / source or supply and it will be got approved by Employer before procurement.

9. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer and when the contractor shall have received payment in respect of any certificate in which the shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

10. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to look after his materials, stores equipments etc.

11. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and / or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules:

- a) The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.
- b) The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof
- c) Where extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the shall fix in consultation with the Employer such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.
- d) Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the , the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or within three months of the completion of the contract works (Certificate of Virtual Completion).

12. 'S DRAWINGS AND INSTRUCTIONS



A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contract, during or before the start of construction work, the Contractor shall inform in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. In case of other drawing is required by the contractor he will give a minimum ten days notice to the Employer.

13. FAILURE BY CONTRACTOR TO COMPLY WITH / EMPLOYER'S INSTRUCTIONS

If the contractor after receipt of written notice from the requiring compliance with such further drawings and / or instruction, fails within seven days to comply with the same, the Employer may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the Employer on a Certificate by the as a debit or may be deducted by him from any money due or which become due to the Contractors.

14. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall furnish the Employer the following:

- a) Detailed industrial statistics regarding the labor employed by him etc.
- b) The Power of Attorney, name and signature of his authorized representative, who will be in charge for the execution of work.
- c) The list of technically qualified persons employed by him for the execution of this work.
- d) The total quantity and quality of materials used for the works.
- e) The list of plant and machinery employed for this work.

15. 'S DELAY IN PROGRESS

The may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

16. DELAYED PAYMENTS

No interest is payable if any amounts payable by the Employer to the contractor in pursuance of any Certificate given by shall, if not paid within the 'Period of honouring of Certificate'.

17. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

18. INCOME-TAX

Income Tax shall be deducted at source by the employer from the contractor' interim and final bill payments as per Statutory Regulations.

19. SITE MEETINGS

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

20. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer.

21. REPORTING OF ACCIDENT TO

The contractor shall be responsible for the safety of persons employed by him on the works and shall reports serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

22. TYPOGRAPHICAL/ CLERICAL ERRORS

The Employer clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

23. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

24. SPECIAL CONDITIONS OF CONTRACT

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.

25. The contractor should take necessary insurance cover CAR policy (Contractor's All Risk Policy) at his cost for his persons employed at site and for third party from commencement to the completion of Defect liability Period. Policies should be taken in the joint names of employer and the contractor in which first name should be Employer.

26. The contractor shall engage necessary qualified person for 'supply and installation of office furniture along with other interior works' for full time supervision of site at his cost during the execution of the work

for attending to day to day affairs. He shall keep record of daily work schedule and keep inform the progress to the Bank on daily basis till completion of project.

27. The Tenderer should have at least 07 years of experience of working with similar Nature of works.

TECHNICAL SPECIFICATIONS OF ‘SUPPLY & INSTALLATION OF OFFICE & RESIDENTIAL FURNITURE ITEMS ’

1. GENERAL

- a) Testing of materials / works shall be carried out as per latest specification / BIS codes from approved test laboratory. The contractor shall carry out all such tests at his own cost & time. The nos. of samples to be submitted for testing and the frequency of testing shall be as specified in the specifications / standards or codes.
- b) All the works shall be carried out in accordance with drawings, specifications, description of item in schedule of quantities or as per the direction of Employer to his full satisfaction. If the substitution of any approved / specified material and make, due to its non – availability, with an alternative one, becomes necessary, the agency must get specific approval of the same before placing order for purchase of materials.
- c) Providing and operating necessary measuring and testing devices and materials are included in the Contractor's scope of work. The quoted price shall be inclusive of the cost of all such tests, which are required to ensure achievement of specified quality. No separate payment for testing shall be made.
- d) All finished work must be truly vertical & horizontal or in any other plane as specified. The rates quoted by the agency must include the cost for taking necessary measures to achieve it.
- e) Any scaffolding used shall be of double vertical supports and no portion of scaffolding shall touch the wall surface.
- f) The workmanship is to be the best available and of a high standard. Use must be made of special trades men in all aspects of the work and allowance must be made in the rates for so doing. Contractor shall maintain uniform quality and consistency in workmanship throughout.
- g) Any work not conforming to specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost to the employer.
- h) Rates quoted for the items shall be valid for carrying out the item of work at any and/ or all floor heights.

2. PLYWOOD

- a) Unless otherwise stated, only BWR / BWP grade plywood boards shall be used. Plywood shall comply with standards and specifications. Face veneers may be either commercial or decorative on both sides or one side commercial and the other decorative. Type of face veneer and grade of plywood boards shall be, as specified.
- b) CROSS GRAIN/ LONG GRAIN FLEXIPLY: - Shall have flexibility and high bending quality. It can be cold formed to curve surface requirements. Made of gurjan species, exclusively with phenolic resin and conditioned to undergo any sort of rigorous climatic changes such as alternate wetting and

drying. Shall not require any external heat or water sprays which are the conventional for post forming.

c) ELASTICITY: - Cross grain 200N/mm²

d) DENSITY: - 0.75gm/cc

e) BENDING RADIUS: -

6mm	10mm diameter
8mm	12mm diameter
12mm	30mm diameter

3. BLOCK BOARDS

All Block boards and formed boards shall be of specified thickness, uniform in colour texture, finish. They shall comply to IS code and shall bear IS marking.

They shall be pressed with exterior quality phenol formaldehyde resin in hot press. Unless otherwise stated grade I (Exterior grade) block board shall be used for construction. Face veneers shall be commercial on both faces.

4. MDF BOARDS

a) MDF of exterior grade with no VOC content shall be used. All MDF board where specified shall be Phenol Formaldehyde bonded and generally conform to IS code and shall bear IS marking.

b) MDF Boards shall not be used in wet areas such as toilets, bathrooms etc. and location subject to direct water. At every joint of the cladding an expansion gap of 3mm to 6mm should be provided.

5. PRE-LAMINATED BOARDS

Pre-laminated boards / high / medium density Fibber boards shall be shall be Phenol Formaldehyde bonded and conforming to IS and shall be with exterior quality adhesive only. Thickness shall be as specified.

6. DECORATIVE TIMBER VENEER PLY

a) 3.5 - 4.0mm thick straight grained matching approved veneers shall be used. The veneer shall be resin bonded & suitable for the intended use the decorative veneer should have attractive appearance due to figure, colour, grain, lustre etc. The decorative veneer surface shall be selected for figure, texture, colour and grain characteristics. All the veneer shall be from one lot and shall be group matched so as to be similar in grain and characters. 's prior approval of the lots is to be obtained before the same is procured. The grains/flowers shall be strictly placed either horizontally or vertically or diagonally and matched as per instructions of the Owner. The decorative veneered surface shall be free from torn grain, dead knots, discoloration and sapwood. Where group match veneers are specified it shall refer to a certain number of decorative matched plywood panels, matching in figure, color and grain as required to form a group to give an overall general effect, the quantity of each group unless mentioned in the schedule shall be restricted to at least one enclosed cabin space, as the case may be. The decorative veneered surfaces with figures shall not be allowed

unless specified with schedule. For majority of veneers the contractor shall arrange for selection of finishing material from bulk stocks of the supplier. A joint visit shall be arranged by the contractor along with /Employer for the selection process. This shall have no bearing on the cost to the employer.

- b) Fleece Backed decorative veneer ply shall be min 0.5 mm veneer mounted Polyester Fleece back in lieu of plywood backing.

7. LAMINATE SHEETS

Laminate shall be of the brand, catalogue surface finish, colour as specified and approved by the . All laminates shall be in finish as per design intent unless mentioned otherwise. Laminates shall comply with standards and specifications.

8. Gypsum board as manufactured by India Gypsum Ltd. Or Saint Gobain and shall confirm to CBRI certification. Board shall be moisture resistant, light weight, strong, durable dimensionally stable, smooth surface finished such that ready to receive directly painting, wall papering etc.

9. All fittings and fixtures shall be as specified in Schedule of Items or on drawing by . Approved makes only shall be used for respective items. Fittings shall be guaranteed by the manufacturer for its performance.

10. Adhesives and glue shall be as per IS for exterior quality and water repellent.

11. Fabric shall be of approved make and shade and fixed with approved adhesive as specified . Wall fabric shall achieve Class 1 surface spread of flame.

12. FASTENERS

All fixing anchor, bolts, screws, nuts, washers or other miscellaneous anchoring / fixing devices shall be of non-magnetic stainless steel and approved shall provide adequate strength.

13. HIGH PRESSURE LAMINATE (HPL) / COMPACT LAMINATE PANELS

Compact Laminate shall be as per IS 2046 (Indian Standard) and as per fire retardant BS-476/97 standard. The solid compact laminate (Phenolic Core Board) shall be based on thermostatic resin, homogeneously reinforced with cellulose fiber and laminate on both side with suede finish, scratch and impact resistant, to achieve the cubicles dimensions joint-less partitions.

The cubicle system will be equipped with heat and bacteria resistance. The modular cubicle shall possess 100% resistant properties towards: Water, chemical, impact.

Following criteria shall be involved in selection of compact laminate

- a) No solvent are used in production.
- b) No heavy materials are used.
- c) The energy requirements during curing are extremely low.
- d) Recycling is possible.
- e) More than 60% of raw materials are renewable.
- f) The durability of the product ensures the performance of the composite throughout its entire life cycle.

14. The contractor shall submit for approval of the following:

- a) Literature / Catalogue of product to be used.
- b) Test certificates from independent laboratories conforming that product meets standards specified.
- c) Manufacturers certification that product meets / exceeds specification for the project.
- d) Include data for wood preservative treatment and chemical treatment from manufacturer and certification by treating plant that treated materials comply with requirement.
- e) Literature describing each fabric wall covering product and its suitability for the surface intended shall be submitted. List materials composition of fabric materials including backing.
- f) Samples: 3 nos each of:
 - i) Timber piece - 300x100x60 mm
 - ii) Veneers - 300x300mm
 - iii) Laminates - 300x300 with shade samples
 - iv) Pre laminated board of exterior quality - 300 X 300 mm
 - v) MDF Board of exterior quality - 300 x 300mm
 - v) Samples with polish / paint finish as specified.
 - vi) Fittings and fixtures samples
 - vii) Gypsum board of size 300 x 300mm.
 - viii) GI channels, runners, studs about 300mm long
 - ix) 600 x 600mm samples for each type of fabric wall covering

15. SHOP DRAWINGS

- a) The contractor shall prepare detail drawing for site measurement. Drawings shall indicate each material, its installation, fixing details, finishing, etc. all in plan, elevation, section and typical details and will have to get the same approved before execution of work.
- b) Shop drawings should be submitted showing the location of each item, dimensioned plans and elevations, large-scale details, attachment devices and other components.
 1. Show details in full size.
 2. Show locations and sizes of furring, blocking and hanging strips, including concealed blocking and reinforcement specified in other sections.
 3. Show locations and sizes of cutouts and holes for cabling fixtures plumbing fixtures, faucets and other items installed in ural woodwork.

16. MOCK-UPS

Before fabricating and installing interior ural work, mock-ups should be built for each form of construction and finish required to verify selections made under sample submitted and to demonstrate aesthetic effects and qualities of materials and execution. Build comply with the following requirements, using materials indicated for the completed work:

1. Mock-ups should be built in the location and size indicated or, if not indicated, as directed by
2. Notify seven days in advance of dates and times when mock-ups will be fabricated and installed.

3. Mock ups should demonstrate the proposed range of aesthetic effects and workmanship.
4. Approval of for the mock-ups must be obtained before starting interior ural work fabrication
5. Mock-ups should be maintained during construction in undisturbed conditions as a standard for judging the completed work.
6. Demolish and remove mock-ups when directed.
7. Approved mock-ups may become part of the completed work if undisturbed at time of substantial completion.

17. FABRICATION & INSTALLATIONS

- a) Fabrication shall be plumb, straight and level. Surfaces shall be milled plane and finished smooth. For jointing prepare clean cutout and house / joined in best manner using approved adhesive and concealed pins/screws. Mitre joints shall be preferred but basically shall be as shown in shop drawing and approved. Joints shall be fitted with due accuracy and hairline tight.
- b) Work to be installed and fitted in contact of adjoining concrete / masonry shall be fabricated with due allowance for site adjustments but within acceptable tolerances.

Fabrication and assembly shall be completed as far as possible in work shop. Prepared items shall be marked prior to shifting for perfect level, align and fix at site.

- c) All exposed veneers work in solid timber and veneers shall be within approvable range of samples approved. Special care shall be taken to ensure that the width of veneers in all related fabrication shall be identical and shall have and even number of veneers of equal near equal widths except where a single veneer is sufficient.
- d) Counter tops, counter fronts, shelves, cabinets, dividers, drawers, shall be constructed with specific core and shall be finished as specified in drawing or Schedule of Items or as approved at site.
- e) Prior to start of any fabrication actual site measurements shall be taken and detail shop drawing corrected accordingly with approval of the Employer.
- f) All work shall be finished free from runs, sags or other visual defects, wood shall be thoroughly smoothed and sanded to remove all traces of machines and tool marks. Surface preparation shall be as per IS code of practice or ready to receive specified finish.
- g) Supervision and workmen employed shall be experienced in field of carpentry works and shall be able to guarantee workmanship and finish of standards as established and approved.
- h) Items specified from specific manufacturer with code no. And of approved manufacturer shall be with quality assurance certificate from manufacturer.
- i) The installation should be done by an experienced installer who has completed ural woodwork (Furniture) similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in service performance.

- j) Fabricator should be experienced in producing ural woodwork similar to that indicated for this project and with a record of successful in service performance, as well as sufficient production capacity to produce required units.

18. FITTINGS AND FIXTURES

- a) All fittings and fixtures shall be detailed in shop drawings, conforming to specification and shall be fixed as per manufacturer's instructions.
- b) Fittings and fixtures shall make assembly sturdy and securely placed.
- c) Where finishes are to be done on installation remove fixtures and allow painter / polisher to work and on completion re-fix them.

19. PRODUCT HANDLING AND STORAGES

- a) All materials and work shall be protected from damage until final acceptance of work. Cover, ventilate and protect from damage caused by weather, moisture, heat, staining, dirt, abrasions and other causes which may adversely affect appearance or use, or which may cause deterioration of finish warpage, distortion, twisting, opening of joints and seams, delaminating, loosening etc of woodwork.
- b) Do not deliver woodwork, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas.
- c) Damaged or defective items of work in this section are subject to rejection and replacement with new items by contractor at no cost to the Employer.
- d) All materials shall be carefully stored at all times and fully protected from external conditions or contamination.
- e) Wood particle boards shall be stored in packs on a level flat surface in a clean, dry and covering surface with free circulation of air. The edges of boards in a pack shall be in a straight vertical plane.

20. FINISHING

- a) All completed works shall be delivered fully finished in neat and clean condition without any stains, marks, defects, etc. and shall meet with the approval of the . Unless otherwise stipulated all work shall include priming and protective treatments and finishing as required
- b) During the course of work regularly all debris swash excess material shall be cleared and removed from site. On completion clean all places / spaces thoroughly.
- c) Wood work shall be protected from defacement, marring till final completion and hand it over to the Employer.
- d) Repair and replace all defective work prior to final inspection.
- e) Prior to final inspection by the Employer the contractor to check to ensure proper operations, finish and surroundings.

- f) The approval of work do not relieve the contractor of his liability to maintain to defects liability period at contractor's cost.
- g) Before fabric wall covering is started in any area, it shall be broom cleaned and excessive dust shall be removed. After wall covering operations begin in a given area, broom cleaning will not be allowed. Cleaning shall then be done only with commercial vacuum cleaning equipment.
- h) The Contractor shall be responsible for protecting all the mirrors & glasses fixed by him till handing over of mirrors & glasses forming part of this contract. The contractor shall replace at his own expense any broken or damaged mirrors glasses caused through lack of adequate protection or care in installation or handling. All installed materials shall be left in perfect condition to the satisfaction of / Owner.
- i) Upon completion of work, the contractor shall remove all adhesive from the floors, glass and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature, not caused by others, and leave this part of the work in clean, orderly and acceptable conditions.
- j) All paints / polish shall have VOC within limit as specified in Tender Documents as per Green Building requirements. Paints used in the works shall conform to the respective IS or equivalent, other international standard (if specially specified) and code of practices. These shall be the latest revised.

21. INSTALLATION BRACKETS

Brackets shall be of atomized steel powder coated to give superior finish. Bracket shall accommodate overhead, side or face mounting with clutch assembly on either end of roller.

22. BOTTOM WEIGHT

Bottom of the blind shall be provided with Aluminium tube powder coated in a colour matching to the fabric. The fabric shall be enclosed in the suitably created pocket along with the tube. The tube shall be closed from sides with end caps to give a neat look.

23. FURNITURE

- a) This section of the specification shall be read in conjunction with the Drawings and other contract documents, and other sections of specifications which shall be deemed to be complimentary to one and another, in particular the technical specifications, painting section etc. The Contractor carrying out this work shall be responsible for providing all labour, plant, tools, materials and everything necessary for the proper execution, completion and maintenance of these works. All furniture shall be of contract quality and suitable for commercial use.
- b) DIMENSIONS
All wood sections are approximate and are given for reference to prepare the sample. The size of sections is likely to vary 15%. No deduction or enhancement of rate shall be considered on this account. Figured dimensions shall be taken in preference to scaled dimensions in all cases. Before commencing any works, the Contractor shall verify all measurements on the site.
- c) All loose furniture items brought at site shall be kept in wrappers (polythene) sheets to avoid any damage to the item. All materials to be insect and vermin free.
- d) METAL FURNITURE



1. Where metal legs, frames and the like are used, these shall be welded, brazed, bolted or riveted as required, finished surface welding, brazing, and riveting shall be well grounded so that no evidence of this is apparent on the final finish of the metal.
2. All legs of case or cabinet furniture, whether of wood or metal, shall be provided with nylon glides or castors unless otherwise shown on the drawings.
3. Metal furniture is to be fabricated from solid sections to the dimensions suitable for stability and rigidity in them with context of contract furniture. All metal parts shall have a protection coating to guard against pitting, rusting or peeling in high humidity climates. Rubber grommets shall be supplied as a cushion between metal base and specified tops. For powder coating only pure polymer shall be used.

e) **FINISH**

Finishes shall be fully in accordance with the drawings and schedules. Where timber is in natural finish, pieces shall be matched for colour and grain before assembly. Where timber is stained the stain shall be matched throughout.

f) **HARDWARE**

Hinges, locks, latches, door handles, nails, etc., shall be as specified or as approved substitute equal or be better than the specified. For fixing drawer slides (runner slides), auto closing hinges etc. hole pattern as recommended by the manufacturer. Cup holes shall be punched very accurately mechanically only using a drill bit, drilling template. Drilling positions shall be to suit the kind of hardware used. Marking of drill holes shall be corresponding to hinge type.

g) **JOINTS & ADHESIVE**

All joints shall be standard mortise and tennon dowel, dovetail, cross halved, tongued & grooved or rebated. Nailed butt joints will not be permitted. Where mortise & tennon joints are used tenons shall fit the mortise exactly. Adhesive shall be as approved for Carpentry and joinery. Lap joints with glue shall be permitted in wood skirting. The designer may require these joinery and joints to be accentuated in various components. Joints shall be allowed only as shown in the drawings. No joint shall be allowed in a structural member of the furniture such as legs, bracing members etc.

h) **FASTENINGS & ZIPPERS**

Screws, nails etc. shall be of standard iron or wire. Pillow cases shall have concealed non rusting zippers for easy removal of casing and cleaning. All rearms must be double safety shifted with quality matching threads.

i) **STORAGE, PROTECTION, DELIVERY & INSTALLATION OF FURNITURE & FURNISHINGS ON COMPLETION**

Wherever and whenever required all items of loose furniture shall be installed in the positions shown on the drawings, during period inspections (if desired by the Owner) and on completion. All expenses towards transportation (cartage etc. shall be borne by the contractor).

The contractor shall provide storage, protection and guard all fixed items and loose items of furniture, textures, fittings and all other furnishing from dust, fire, damp, theft or any other damage until the date of hand over of the completed works.

The contractor shall make his own investigations to guard against local sources of attack and damage and take all necessary precautions for protection. On the completion of the installation of all work the Contractor shall leave all work clean and perfect. Visual Inspection before covering up: - Timber shall be treated with approved wood preservative before use. Before starting the carpenters work, the contractor shall have the rough timber approved by the Owner.

APPENDIX
ABSTRACT TO GENERAL CONDITIONS OF CONTRACT

1	Earnest Money Deposit	The Bidder shall furnish an EMD for Rs. 1,22,000/- (Rupees One Lakh Twenty Two Thousand only). The EMD amount shall be directly credited to NABARD current account [Account Name – NABARD, A/c No. 00000035231653957, IFSC – SBIN0007059 and Bank Name- SBI, Bawngkwan] as per the details mentioned in the tender. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
2	Date of Commencement	One week from the date of issue of work-order to the contractor
3	Period of Completion	02 months from the date of commencement
4	Defects Liability Period	12 months from the date of virtual completion
5	Agreed Liquidated Damages	0.25% of contract value for each week of delay subject to maximum of 5% of the contract value (without extra items)
6	Period of Final Measurement	30 days
7	Value of work for the issue of Interim Certificate	Minimum Rs.17 lakh
8	Retention money from each interim bill	5%.
9	Total retention money including earnest money and initial security deposit	5% of the Contract Value
10	Employer's certificate of payment	15 days after submission of interim bills by the Contractor.
11	Period of honoring payment certificate	21 working days from date of Employer's certificate of payment for interim bills and 45 working days for final certificate.

DECLARATION

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

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

Witness:

Signature of Tender

Address

Date:

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

अनुबंध ए ANNEXURE A

(रु. 200/- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए
to be submitted On Rs. 200/- Non-judicial stamp paper)

संविदा पूर्व सत्यनिष्ठा करार PRE CONTRACT INTEGRITY PACT

सामान्य General

बोली पूर्व संविदा पूर्व यह करार (इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है) दिनांक _____ 2018 को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के प्रतिनिधि श्री _____, मप्र/प्रअ, नाबार्ड मिज़ोरम क्षेत्र का, ऐजवाल, (इसके बाद यहाँ इसे "नियोक्ता" कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिनी शामिल होंगे) और दूसरे पक्षकार मैसर्स _____ के प्रतिनिधि श्री _____ (जिन्हें बाद में यहाँ "निविदाकार" कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिनी शामिल होंगे) के बीच निष्पादित किया गया है।

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), represented by Shri _____, GM/OIC, NABARD Mizoram RO, Aizawl hereinafter called the "Employer", 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 _____, (hereinafter called "Tenderer" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

जबकि नियोक्ता " नाबार्ड, मिज़ोरम क्षेत्र.का., ऐजवाल में कार्यालय और आवासीय फर्नीचर आइटम की आपूर्ति और स्थापना कार्य कराने का प्रस्ताव करता है और निविदाकार इस कार्य के लिए कोटेशन देने हेतु इच्छुक है / कोटेशन प्रस्तुत किया है और

WHEREAS the Employer proposes to carry out the work of "SUPPLY & INSTALLATION OF OFFICE AND RESIDENTIAL FURNITURE ITEMS AT NABARD, MIZORAM RO, AIZAWL" and the Tenderer is willing to offer/ has offered the quotes and

जबकि निविदाकार संबन्धित नियमों के अंतर्गत गठित एक निजी कंपनी/ सार्वजनिक उपक्रम/ साझेदार/ पंजीकृत निर्यात एजेंसी है और नियोक्ता नाबार्ड अधिनियम, 1981 के तहत स्थापित कॉरपोरेट निकाय है जिसका प्रधान कार्यालय प्लॉट नं. सी-24, ब्लॉक 'जी', बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई में स्थित है।

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer 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.

अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने के लिए संविदा के आरंभ से पूर्व, उसके दौरान या बाद में एक निष्पक्ष, पारदर्शी और किसी प्रभाव /पूर्वाग्रह रहित कार्यव्यवहार प्रणाली का अनुसरण करने हेतु एक करार निष्पादित किया जाना है -

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 :-

उच्च लागत से बचने और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए निर्दिष्ट प्रक्रियाओं के माध्यम से प्रतिस्पर्धी कीमतों पर वांछित विनिर्दिष्ट सामग्री / उपकरण प्राप्त करने के लिए नियोक्ता को सक्षम बनाने और

Enabling the Employer to obtain the desired said stores/ equipment 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

निविदाकारों को यह आश्वासन देते हुए कि उनके प्रतिस्पर्धी भी रिश्वत या किसी भ्रष्ट आचरण का प्रदर्शन नहीं करेंगे और उन्हें संविदा हासिल कराने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण से रोकने के लिए सक्षम करना और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे.

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

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं:

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

नियोक्ता की प्रतिबद्धता Commitments of the Employer

1.1 नियोक्ता यह वचन देता है कि संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़ा नियोक्ता का कोई भी पदाधिकारी इस संविदा से संबन्धित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में निविदाकर्ता से सीधे स्वयं अपने लिए या इस संविदा से जुड़े किसी व्यक्ति, संगठन या तृतीय पक्षकार के लिए प्रत्यक्ष रूप से या किसी मध्यस्थ के माध्यम से कोई रिश्वत, प्रतिफल, उपहार, पुरस्कार, पक्षपात या कोई अन्य भौतिक अथवा अन्य किसी प्रकार के लाभ की कोई मांग नहीं करेगा.

1.1 The Employer undertakes that no official of the Employer, 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 form the TENDERER, 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 नियोक्ता प्री-कॉन्ट्रैक्ट चरण के दौरान सभी निविदाकर्ताओं के साथ समान व्यवहार करेगा और सभी निविदाकर्ताओं को समान जानकारी प्रदान करेगा और ऐसी कोई भी जानकारी किसी विशेष निविदाकर्ता को प्रदान नहीं करेगा जो अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ प्रदान करते हों.

The Employer will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

1.3 नियोक्ता के सभी पदाधिकारी समुचित सरकारी कार्यालय में उपर्युक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पर्याप्त संदेह के बारे में रिपोर्ट करेंगे।

All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. यदि निविदाकर्ता किसी पदाधिकारी/ (पदाधिकारियों) के किसी पूर्ववर्ती दुराचार के बारे में पूर्ण और सत्यापन योग्य तथ्यों के साथ नियोक्ता को रिपोर्ट करता है और यदि प्रथम दृष्टि में नियोक्ता द्वारा इसे सही पाया जाता है तो नियोक्ता द्वारा इस संबंध में आवश्यक अनुशासनात्मक कार्यवाही या अन्य आपराधिक कार्यवाही सहित कोई अन्य समुचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को संविदा प्रक्रिया से अलग कर दिया जाएगा. ऐसे मामले में, नियोक्ता द्वारा जारी जांच के दौरान संविदा के तहत चल रही कार्यवाही पर रोक नहीं लगाई जाएगी.

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

3. निविदाकर्ता यह वचन देता है कि अपनी बोली के किसी भी चरण के दौरान या संविदा पूर्व या संविदा पश्चात् इस संविदा को हासिल करने या इसे हासिल करने के प्रयास में भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए प्रतिबद्ध रहेगा और इस संबंध में विशेष रूप से निम्नलिखित के लिए प्रतिबद्ध है: -

The TENDERER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a 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 निविदाकर्ता, संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी पदाधिकारी को इस संविदा से संबन्धित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में किसी व्यक्ति को सीधे या इस संविदा से जुड़े किसी संगठन या किसी तृतीय पक्षकार या किसी मध्यस्थ के माध्यम से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, कोई भौतिक, अन्य किसी प्रकार के लाभ, कमीशन, शुल्क, ब्रोकरेज या कोई अन्य प्रलोभन नहीं देगा.

The TENDERER 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 EMPLOYER, 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 निविदाकर्ता यह भी वचन देता है उसने इस संविदा को हासिल या कार्यान्वित करने या नियोक्ता के किसी पदाधिकारी को किसी संविदा को हासिल करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, पक्षपात, किसी भौतिक अथवा अन्य प्रकार के हित या अन्य प्रकार के लाभ, कमीशन, शुल्क, ब्रोकरेज या प्रलोभन नहीं दिया है, अथवा इस करार या बैंक के साथ किसी अन्य संविदा के

संबंध में किसी व्यक्ति के प्रति पक्षपातपूर्ण या अपक्षपातपूर्ण रवैया अपनाने का कार्य नहीं किया है या करने का वादा नहीं किया है.

The TENDERER 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 EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी प्रिंसिपल्स या सहयोगियों का खुलासा करेंगे.

TENDERERs shall disclose the name and address of agents and representatives and Indian TENDERERs shall disclose their foreign principles or associates.

3.4 निविदाकर्ता इस बोली / संविदा के संबंध में एजेंटों / ब्रोकरों या किसी अन्य मध्यस्थ को उनके द्वारा किए जाने वाले भुगतान की जानकारी देंगे.

TENDERERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5 निविदाकर्ता आगे की पुष्टि करता है और नियोक्ता से घोषणा करता है कि वह रक्षा स्टोर के लिए मूल निर्माता / इंटीग्रेटर / अधिकृत सरकार प्रायोजित निर्यात निकाय है और उसने इस संविदा को निविदाकर्ता को देने हेतु किसी भी व्यक्ति या फर्म या कंपनी के साथ इस संविदा के लिए आधिकारिक या अनौपचारिक रूप से मध्यस्थता नहीं की है और न ही इस प्रकार के किसी मध्यस्थता, सुविधा या अनुशंसा के लिए ऐसे किसी व्यक्ति, फर्म या कंपनी को कोई राशि दी गई है, देने का वादा किया गया है या देने की योजना है.

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER 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 EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, 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 निविदाकर्ता या तो बोली प्रस्तुत करते समय या संविदा पूर्व मोलभाव के दौरान या संविदा पर हस्ताक्षर करने से पहले, इस संविदा के लिए नियोक्ता के किसी पदाधिकारी या उनके किसी पारिवारिक सदस्य, एजेंट्स, ब्रोकर्स या किसी अन्य मध्यस्थ को किए गए किसी भुगतान या किए जाने वाले भुगतान की जानकारी के साथ-साथ इस भुगतान के एवज में दी जाने वाले सेवा का ब्यौरा देगा.

The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER 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 निविदाकर्ता इस संविदा में रुचि रखने वाली अन्य पार्टियों से सांठ-गांठ नहीं करेंगे जिससे निविदा प्रक्रिया की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति, निविदा मूल्यांकन, संविदा करना और उसके कार्यान्वयन को नुकसान हो.

The TENDERER 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 निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ प्राप्त नहीं करेगा.

The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 निविदाकर्ता नियोक्ता द्वारा व्यावसायिक संबंध के हिस्से के रूप में किसी भी इलेक्ट्रॉनिक डेटा कैरियर में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों के संबंध में दी गई किसी भी जानकारी का प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए अनुचित उपयोग नहीं करेगा अथवा किसी और को नहीं देगा. निविदाकर्ता ऐसी किसी भी प्रकार की जानकारी प्रकट न हों इस हेतु पर्याप्त सावधानी बरतने का वचन भी देता है.

The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन्य प्रकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है.

The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 निविदाकर्ता ऊपर दर्शाए गए किसी भी कार्य को करने अथवा करवाने के लिए किसी भी तीसरे व्यक्ति को नहीं उकसाएगा.

The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 यदि निविदाकर्ता अथवा निविदाकर्ता का कोई भी कर्मचारी अथवा निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति नियोक्ता के किसी भी अधिकारी का प्रत्यक्ष अथवा अप्रत्यक्ष रूप से रिश्तेदार है, अथवा विकल्पतः यदि नियोक्ता के किसी अधिकारी को किसी रिश्तेदार का निविदाकर्ता की फर्म में वित्तीय हित / हिस्सेदारी हो, तो निविदा भरते समय निविदाकर्ता को इसका उल्लेख करना होगा.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/ stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

इस प्रयोजन के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 में परिभाषित किए गए अनुसार होगा.

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

3.13 निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा अथवा किसी भी प्रकार की आर्थिक लेन-देन में शामिल नहीं होगा.

The TENDERER 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 EMPLOYER.

4. पिछला उल्लंघन Previous Transgression

4.1 निविदाकर्ता इस बात की घोषणा करता है कि इस सत्यनिष्ठा करार पर हस्ताक्षर करने से पहले पिछले तीन वर्षों में इसके अंतर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ अथवा भारत में किसी सरकारी विभाग के साथ ऐसा कोई भी उल्लंघन नहीं हुआ जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सके.

The TENDERER 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 TENDERER's exclusion from the tender process.

4.2 निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान करता है तो, निविदाकर्ता को निविदा प्रक्रिया या संविदा के अयोग्य ठहराया जा सकता है, यदि पहले से ही संविदा दिया जा चुका हो तो, उसे इस कारण से समाप्त किया जा सकता है.

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

5. ब्याना राशि (प्रतिभूति जमाराशि) **Earnest Money (Security Deposit)**

5.1 वाणिज्यिक निविदा की प्रस्तुति के समय, निविदाकर्ता नाबार्ड के पक्ष में बैंक ड्राफ्ट अथवा पे ऑर्डर के माध्यम से ब्याना राशि / प्रतिभूति जमाराशि के रूप में ₹.1,22,000/- नियोक्ता के पास जमा करेगा.

While submitting commercial bid, the TENDERER shall deposit an amount Rs.1,22,000/- as Earnest Money/ Security Deposit, with the EMPLOYER through Bank Draft or a Pay Order in favour of NABARD

5.2 अग्रिम धन / प्रतिभूति जमाराशि एक वर्ष की अवधि के लिए अथवा निविदाकर्ता और नियोक्ता को सम्पूर्ण संतुष्टि हो इस तरह से संविदात्मक दायित्वों के पूर्ण होने पर, जिसमें दोष दायित्व अवधि शामिल है, इनमें से जो भी बाद में हो तक वैद्य होगी.

The Earnest Money/ Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

5.3 सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए निर्णय के मामले में परफॉर्मंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे.

In case of the successful TENDERER 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 EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 नियोक्ता द्वारा निविदाकर्ता को अग्रिम धन/ प्रतिभूति जमाराशि पर इसके चलन के दौरान कोई भी ब्याज देय नहीं होगा.

No interest shall be payable by the EMPLOYER to the TENDERER on Earnest Money/ Security Deposit for the period of its currency.

6. उल्लंघन के लिए प्रतिबंध **Sanctions for Violations**

6.1 निविदाकार अथवा उनके द्वारा नियुक्त किसी व्यक्ति अथवा उनकी ओर से कार्य कर रहे व्यक्ति द्वारा (निविदाकर्ता की जानकारी में हो या न हो) उक्त प्रावधानों में से किसी का भी उल्लंघन होने पर नियोक्ता, जहां कहीं आवश्यक हो, निम्नलिखित में से कोई एक अथवा सभी कार्रवाई कर सकता है.

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

i. निविदाकर्ता को बिना कोई कारण बताए या उनकी कोई क्षतिपूर्ति किए बिना निविदा-पूर्व चर्चा तत्काल रद्द कर सकता है. तथापि अन्य निविदाकर्ताओं के साथ निविदा प्रक्रिया जारी रहेगी.

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

ii.नियोक्ता के निर्णय के अनुसार पूर्ण या आंशिक रूप से अग्रिम धन जमाराशि(निविदा पूर्व स्तर पर)/प्रतिभूति जमाराशि जब्त की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.

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 EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

iii.यदि संविदा का निष्पादन किया गया हो तो निविदाकर्ता को किसी क्षतिपूर्ति के बिना तत्काल संविदा समाप्त की जाएगी.

To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

iv.भारतीय निविदाकार होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से 2% अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर 2% एलआईबीओआर की वसूली की जाएगी. यदि किसी अन्य कार्य के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी.

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v.नियोक्ता द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बांड / वारंटी बांड का नकदीकरण किया जाएगा.

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

vi.निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा. निविदाकर्ता को इस प्रकार के रद्द/उत्सादन के परिणामस्वरूप नियोक्ता को हुए किसी नुकसान या हानि की क्षतिपूर्ति करनी होगी और नियोक्ता, निविदाकर्ता को देय राशि से यह राशि वसूली का हकदार होगा.

To cancel all or any other contracts with TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/ rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

vii.निविदाकर्ता को भारत सरकार की निविदा प्रक्रिया में भाग लेने पर न्यूनतम 5 वर्ष की अवधि के लिए प्रतिबंध लगा सकता है. नियोक्ता अपने विवेकाधिकार से इस अवधि को आगे बढ़ा सकता है.

To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

viii. इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ता(ओं) द्वारा किसी बिचौलिये या एजेंट या मध्यस्थ को किए गए सभी भुगतान की वसूली की जाएगी.

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

ix. किसी संविदा के संबंध में नियोक्ता और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिसंहरणीय ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

x. इस करार के उल्लंघन के लिए दंड के रूप में नियोक्ता द्वारा परफार्मेंस बांड जब्त करने के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा.

Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से (निविदाकर्ता की जानकारी से अथवा जानकारी के बिना) कार्यरत किसी के द्वारा इस संबंध में भारतीय दंड विधान, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा 6.1(i) से (x) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा.

The EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), 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 निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियोक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी होगा. तथापि, निविदाकर्ता इस करार के प्रयोजनों के लिए नियुक्त स्वतंत्र अनुप्रवर्तक (कों) को अभ्यावेदन दे सकते हैं.

The decision of the EMPLOYER to the effect that a breach of the provisions of the Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. उल्लंघन शर्त Fall Clause

7.1 निविदाकर्ता वचन देते हैं कि उन्होंने भारत सरकार के किसी मंत्रालय/ विभाग अथवा सार्वजनिक उपक्रम को वर्तमान निविदा में उल्लिखित इसी प्रकार के उत्पाद/ प्रणाली या उप-प्रणाली को इस प्रस्ताव में दिए गए दर से कम में आपूर्ति नहीं की है/ नहीं की जा रही है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय/ विभाग या किसी सार्वजनिक उपक्रम को कम दाम पर इसी प्रकार के उत्पाद/ प्रणाली या उप-प्रणाली की आपूर्ति की है तो उचित समयावधि बीत जाने के बाद वर्तमान मामले में निविदाकर्ता नियोक्ता को, निविदा पहले ही समाप्त हुई हो तो, लागत के अंतर की पूर्ति करेंगे.

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

8. स्वतंत्र अनुप्रवर्तक Independent Monitors

8.1 इस करार के लिए नियोक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से श्री सुबोध कुमार गोयल को स्वतंत्र अनुप्रवर्तक (आगे से यहाँ अनुप्रवर्तक कहा जाएगा) नियुक्त किया है.

The EMPLOYER has appointed Independent Monitor Shri Subodh Kumar Goel (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 अनुप्रवर्तक स्वतंत्र और निष्पक्ष रूप से इस करार के अधीन पार्टियों द्वारा दायित्व के अनुपालन की समीक्षा करेंगे.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 अनुप्रवर्तक पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे निष्पक्ष और स्वतंत्र रूप से अपना कार्य करेंगे.

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 दोनों पक्षकार इस बात से सहमत हैं कि अनुप्रवर्तक को इस परियोजना/ अधिप्राप्ति संबंधी बैठकों के कार्यवृत्त सहित सभी दस्तावेजों को देखने का अधिकार होगा.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हें इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक्ता द्वारा नामित प्राधिकारी को इस बात की सूचना देंगे.

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

8.6 निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वारा उपलब्ध कराए गए दस्तावेजों सहित, नियोक्ता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा. निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शाने पर उन्हें परियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे. यह उप-निविदाकारों पर भी लागू होगा. अनुप्रवर्तक इस निविदा के दायित्वों के अधीन निविदाकर्ता/ उप-निविदाकर्ता (ओं) की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे.

The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

8.7 नियोक्ता परियोजना से संबंधित पक्षकारों के बीच सभी बैठकों की जानकारी अनुप्रवर्तक को उपलब्ध कराएंगे बशर्ते पक्षकारों के बीच इस प्रकार की बैठकें निविदा संबंधों को प्रभावित करती हो. पक्षकार अनुप्रवर्तक को इस प्रकार की बैठकों में भाग लेने का विकल्प देंगी.

The EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 अनुप्रवर्तक नियोक्ता/ निविदाकर्ता से सूचना प्राप्त होने के बाद 8 से 10 सप्ताह के बीच नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और आवश्यक हो तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे.

The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ TENDERER and should the occasion arise submit proposals for correcting problematic situations.

9. जांच की सुविधा Facilitation of Investigation

इस करार के किसी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी आरोप के मामले में नियोक्ता या उनकी एजेंसियों को निविदाकर्ता के बही खातों सहित सभी दस्तावेजों की जांच का अधिकार होगा और निविदाकर्ता आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएंगे तथा इस प्रकार की जांच में हर संभव सहायता देंगे।

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

10. विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अधीन होगा। कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा।

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

11. अन्य कानूनी कार्रवाई Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाई किसी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होंगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी।

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

12. वैधता Validity

12.1 यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियोक्ता और निविदाकर्ता/ विक्रेता की संतुष्टि से निविदा के पूर्ण निष्पादन तक, जो भी बाद में हो, वैध होगी। यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा।

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 EMPLOYER and the TENDERER/ Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा। ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे।

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

13. निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां _____,

_____ को निम्नानुसार हस्ताक्षर करते हैं

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

नियोक्ता EMPLOYER

निविदाकर्ता TENDERER

अधिकारी का नाम Name of the Officer मुख्य कार्यकारी अधिकारी Chief Executive Officer

पदनाम Designation

नाबार्ड NABARD

साक्ष्य Witness

1. _____

2. _____

साक्ष्य Witness

1. _____

2. _____

* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन/ हटाने की आवश्यकता होगी.

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

ANNEXURE A2

LETTER OF INDEMNITY AND UNDERTAKING

(To be stamped on non –judicial stamp paper as per rules applicable in Mizoram)

The General Manager,
National Bank for Agriculture & Rural Development,
Mizoram Regional Office,
Ramhlun Road, Bawngkwan,
Aizawl – 796 014

Dear Sir,

Sub: NABARD's Notice Inviting Proposal for Supply & Installation of Office and Residential Furniture Items at NABARD Mizoram Regional Office, New Secretariat Complex, Khatla, Aizawl.

In consideration of National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') agreed to purchase Office Furniture items along with other Interior works as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'Furniture items', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

1. We, the _____ hereby declare and certify that we are the rightful owners/ licensees of the said Furniture items offered for sale/ Supply and installation to NABARD and that the sale of the said Furniture items 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 Rights Act. 1957 or any other Act for the time being in force.

2. We, the said _____ 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 said systems 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 Furniture items.

3. We, the said _____ hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers or servants or 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, sub-contractors, 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.

4. In Pursuance of the above we, M/s. _____ do hereby agree to indemnify and keep indemnified NABARD from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by NABARD on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, Goods & service taxes etc. on the materials or otherwise during the discharge by us.

5. We M/s. _____ further agree and undertake to bear and pay the said taxes, duties, octroi etc. as and when imposed by the Government, Central or State.

6. We shall not revoke it without the written consent of NABARD

In witness whereof the _____ has put his hands and seal the month and year first herein above mentioned.

Schedule

(i)

(ii)

Yours faithfully

Name and Designation of Authorized Official

Signed and delivered by

The within named _____

In the presence of _____

(i) Witness

(ii) Witness

Approved Items, Makes/Brands		
Sr. no.	Item	Approved Make
1	CGM/GM/OIC Main Desk/Table	Godrej/ Wipro/ Durian/ Featherlite
2	Mini Conference Room Table -12 seater	do
3	CGM/GM High back chair	do
4	OIC Reception Table and Chair	do
5	DGM Main Desk/Table	do
6	Visitor chairs for CGM/GM and Mini Conference Room chairs	do
7	DGM/AGM High back chair	do
8	Visitor chair for DGM/AGM	do
9	Manager/AM/Clerks workstation chairs	do
10	Conference Hall High Back chair	do
11	Conference Hall Table – 22 Seater	do
12	Conference Hall Chairs	do
13	AGM workstations	do
14	Manager/AM/Clerks workstation	do
15	Sofa set - 2 Seater	do
16	Sofa set - 3 seater	do
17	Main Reception Desk/Table and Chair	do
18	Visitor area- 3 seater sofa	do
19	Visitor area- 2 seater sofa	do
20	Dining table – 6seater & 4 seater	do
21	Table- Conference Room	do
22	Study Table	do
23	Study Chair	do
24	Dining table- officers' lounge /SRAs/VOFs	do
25	Dining chair	do
26	Centre Table	do
27	Bed Side Table	do
28	Bed with Mattresses/pillows	do
29	Wardrobe Unit	do
29	Coffee Table	do