

**TENDER FOR TERRACE WATERPROOFING WORKS AT NABARD
PARK, SANTACRUZ (W), MUMBAI**

PART – I

Tender Schedule	
Date of Issue of Tender	28.02.2025
Date of Pre-Bid Meeting	04.03.2025 11.00AM
Bid-Submission Start Date	28.02.2025
Bid-Submission End Date	10.03.2025 03.00 PM
Date of Opening of Technical Bids	11.03.2025
Date of Opening of Financial Bid	Will be communicated



**DEPARTMENT OF PREMISES, SECURITY AND PROCUREMENT,
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
HEAD OFFICE, BANDRA KURLA COMPLEX, BANDRA (E),
MUMBAI- 400051**

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REF. NO. NB. DPSP /153842/Terrace Waterproofing Works-NP Santacruz/2024-25

28th February 2025

Madam/Sir,

I. NOTICE INVITING TENDER

Terrace waterproofing works at Bank's Residential Quarters, NABARD Park, Santacruz West, Mumbai.

1. National Bank for Agriculture and Rural Development (NABARD) intends to undertake terrace waterproofing works of A2-I, A2-II, A3-I, A3-II, A4-I, A4-II, A5-I and A5-II Blocks (excluding mumty rooms in A2-I and A2-II Blocks) at Bank's Residential Quarters at NABARD Park, Santacruz West, Mumbai and invites e-tender through electronic bidding system. The bidder/System Integrator shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of Central Public Procurement Portal (CPPP) and NABARD Website.
2. The tender document is available on NABARD's website www.nabard.org OR Central Public Procurement Portal i.e. <https://eprocure.gov.in> for download. No physical copy shall be provided by NABARD and submitted to NABARD.
3. The interested tenderers have to upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website of CPPP only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
4. Properly filled tenders as Technical Bid (Part-I) and Financial Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
5. It may be noted that it will be a 02-bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Financial Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login to CPPP.
6. Instructions regarding Technical Bid, Financial Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
7. Earnest Money Deposit (EMD) of Rs.89,400/- (Rupees eighty-nine thousand four hundred only) is to be paid to designated account as mentioned below. Counterfoil/receipt/transaction details for the same has to be enclosed with the tender. No interest

shall be paid on the EMD thus collected. EMD of the successful bidder will be converted to RMD, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD00000002
Account Number	NABADMN07

8. The Tender without EMD shall be rejected. If the bidder wants to claim EMD exemption, the bidder has to submit documentary proof of registration as MSE as defined in MSE Procurement Policy of Govt. of India or registration with Central Procurement Organizations or empaneled with NABARD itself.
9. A Pre-Bid meeting is scheduled to be held on 04/03/2025 at 11.00 AM in the Conference Hall at Ground Floor, A-Wing, NABARD Head Office, Plot C-24, G Block, Bandra Kurla complex, BKC Road, Bandra East, Mumbai, Maharashtra 400051, in the presence of Bank's officials/PMC. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Financial Bid after pre-bid meeting, if required, and same will be uploaded on website.
10. e-Tenders must be submitted online not later than 03:00 PM on 10/03/2025. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.
11. The Technical Bids will be opened online on 11/03/2025 in the presence of interested bidders who chose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letterhead for participating in the technical bid opening.
12. The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.

13. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
14. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.
15. The decision of the bank shall be final and binding with regard to technical and Financial Bids and the e-tendering process.
16. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
17. Tenderers must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical Document Sheets.
18. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
19. The bids shall remain valid and open for acceptance for 90 days from the date of opening of Financial Bid.
20. Time of Completion: The work shall be completed within sixty days (excluding monsoon period) from the 10th date of acceptance of Work Order.
21. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% on the incomplete value of the accepted tender.
22. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.
23. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal and NABARD's website only.
24. Tenderer should inspect the existing site and other conditions up to their satisfaction before e-tendering/e-bidding.
25. Applications containing false and/or incomplete information are liable for rejection.
26. The work shall have to be done in strict coordination with the Bank as per directions issued and within the stipulated timeframe in an expeditious manner.
27. The successful bidder shall execute an 'Articles of Agreement' of work contract with NABARD in accordance with the standard / prescribed format within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.
28. Integrity pact – The tenderers have to submit the Integrity pact at his own cost on Rs.

200/- non judicial stamp paper as per the format given elsewhere in the tender document to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact. Bank has appointed Independent Monitor Shri Jagdeep Kumar Ghai, P&TA, FS (Retd) (Hereinafter referred to as Monitor) for this in consultation with the Central Vigilance Commission. It must be noted that the Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format in all phases of the contract.

29. Estimated cost of the work is Rs.44,68,100/- inclusive of GST.

Yours faithfully,

Sd/-

(R K Agrawal)
Deputy General Manager

II. FORM OF TENDER

Date:

To
The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office, Mumbai – 400051

Dear Sir,

Terrace waterproofing works at Bank's Residential Quarters, NABARD Park, Santacruz West, Mumbai

1. Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Financial Bid in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.
2. MEMORANDUM

Subject	Specification
Description of work	Terrace waterproofing works at Bank's Residential Quarters, NABARD Park, Santacruz West, Mumbai
Location	NABARD Residential Quarters at NABARD Park, Khira Nagar, Santacruz West, Mumbai, Maharashtra 400054.
Earnest Money	2% of Estimated Value of work - Rs.89,400/-
Time allowed for completion of the work	The time of completion for the total project shall be 60 days (excluding monsoon period) from the 10th date of issue of work order.
Defect Liability Period	1 year(s) from the date of virtual completion as certified by the Bank.

Percentage, if any, to be deducted from bills towards IT, GST, etc.	As per Government Notifications
Security Deposit (SD)/Retention Money Deposit (RMD)	<p>Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be 5% of the total value of work executed. RMD shall be deducted 5% from every R.A. Bill (after adjustment of EMD/ISD of 2%) till the total recovery amounts to 5% of the contract amount.</p> <p>The 50% of Security Deposit will be refunded after the expiry of defects liability period, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. Remaining 50% SD shall be released against submission of Bank Guarantee for 09 years from DLP against the same amount. The Contractor has to carry out all the rectification works and attend to all defects to the satisfaction of NABARD during the period of Bank Guarantee.</p> <p>No interest will be paid on Security Deposit/Retention Money. No mobilisation advance will be given to contractor. (EMD/RMD shall be in the form remittance to Bank Account of NABARD. Annexure-E to be submitted)</p>
Clarification	Bidder have to submit the detailed rate analysis with justification, if required by the Bank.
Value of work for interim certificate/bill	Rs. 10 Lakh.
Water & Electricity	As far as possible, water and electricity shall be provided by the NABARD. In-case of non-availability, contractor may have to arrange the water & electricity on their own.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions. The EMD will not bear any interest.

III. PRE-QUALIFICATION CRITERIA

The bidder shall fulfil the following eligibility criteria for participating in the tender. Non-production of the documents will make the bid liable for rejection.

S.No.	Description
1.	<p>The bidder should have experience of executing similar works during the last 7 years as on 31.03.2024.</p> <p>Following documents should be submitted :</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). and 2. Completion Certificate (s)/ Copy of duly certified bill (s)/Invoice from client.
2.	<p>Experience of having successfully completed Similar works in Govt./PSU/PSBs/Autonomous Sector during last 5 years (ending 31.03.2024) should be either of following:</p> <ol style="list-style-type: none"> a. three similar completed works whose individual work value is costing not less than Rs.18.00 lakhs. b. two similar completed works whose individual work value is costing not less than Rs.23.00 lakhs. c. one similar completed works whose individual work value is costing not less than Rs.36.00 lakhs. <p>Following documents should be submitted:</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). and 2. Completion Certificate (s)/ Copy of duly certified bill(s)/Invoice from client. <p>Definition of Similar Works: Similar work means external/terrace waterproofing works or waterproofing works as a part of building construction/repair works.</p>
5.	The contractor/firm must have their registered office in Mumbai/Thane/Navi Mumbai. Proof of registration of office and address of office shall be submitted/uploaded with the bid.
6.	Minimum Average Annual Turnover of the bidder (For 3 years ending 31.03.2024) - Rs.14.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets and Profit and Loss Statement of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted/uploaded with the bid)
7.	The contractor shall submit copies of Balance Sheet and Profit & Loss a/c of the firm for the last three years (ending 31.03.2024) duly certified by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three years.
8.	Valid MSE/Udyam Aadhar Certificate against the Works if seeking exemption from EMD (Registration should be submitted/uploaded)
9.	EMD amount of Rs.89,400/- in case not seeking exemption. (Payment Details should be submitted/uploaded)
9.	Signed and stamped Integrity Pact on Rs. 200 non-judicial stamp paper. Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper with Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
10.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)

11.	Copy of GST Registration Certificates
12.	Copy of PAN Card
13.	Copies of Income Tax Return filed for last three financial years ending 31.03.2023
14	The contractor should submit undertaking stating that his / their/her firm is not blacklisted in NABARD/ Govt. / Semi Govt. institutions on Rs. 100/-stamp paper. The undertaking/affidavit should be of latest date and in original.

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

IV. DEFINITION OF TERMS

1. In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
2. The EMPLOYER means National Bank for Agriculture and Rural Development (NABARD).
3. The CONTRACTOR means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's Legal Representatives his successors and permitted assigns.
4. The Bank's Engineer shall mean Engineer/Officer of NABARD authorized by the NABARD, Head Office, BKC, Bandra (E), Mumbai - 400051, to supervise and monitor the progress of the said work.
5. The PMC shall mean Project Management Consultants duly appointed by the NABARD, Head Office, BKC, Bandra (E), and Mumbai - 400051, to do tendering process, supervise and monitor the progress of the said work.
6. The WORK shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
7. The PERMANENT WORK means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
8. The CONSTRUCTION EQUIPMENT means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.
9. The CONTRACT DOCUMENTS means collectively the Tender Documents, the Articles of Agreements, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
10. The CONTRACT shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including all contract documents therein.
11. The SPECIFICATIONS shall mean all directions to various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the NABARD or NABARD Representative during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
12. The DRAWINGS shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the NABARD representative and such other drawing as may, from time to time, be furnished or approved in writing by the NABARD Representative.
13. The TENDER means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
14. The CHANGE ORDER means an order given in writing by the NABARD representative to

- effect additions to or deletion from and alteration in the works.
15. The Virtual Completion shall mean that the works are complete in the opinion of the Consultant/Bank's officer and fit for occupation and usage.
 16. The FINAL CERTIFICATE in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the CONTRACT by the CONTRACTOR issued by the NABARD Representative/EMPLOYER after the period of liability is over.
 17. The DEFECT LIABILITY PERIOD in relation to a work means the specified period from the date of VIRTUAL COMPLETION up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
 18. The APPOINTING AUTHORITY for the purpose of arbitration shall be the CGM of NABARD or any other person so designated by the CGM of NABARD.
 19. The TEMPORARY WORKS shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
 20. The PLANS shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
 21. The SITE shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
 22. The NOTICE IN WRITING OR WRITTEN NOTICE shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
 23. APPROVED shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
 24. The LETTER OF INTENT shall mean intimation by a Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
 25. DAY means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 26. WORKING DAY means any day which is not declared to be holiday or rest day by the EMPLOYER.
 27. WEEK means a period of any consecutive seven days.
 28. METRIC SYSTEM - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
 29. VALUE OF CONTRACT or TOTAL CONTRACT PRICE shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
 30. LANGUAGE FOR DRAWINGS AND INSTRUCTION - All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

31. MOBILIZATION shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. MOBILIZATION shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of NABARD Representative/ EMPLOYER.

V. GENERAL CONDITIONS

1. The tenderers are advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
2. The tenderer shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
3. **Submission of Tender:**
 - a. Tenderers are advised to use only the forms issued by NABARD. However, if they desire to submit additional information, they may do so on their own letter head / paper. Each page of the forms shall be signed by the contractor. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature.
 - b. **Part I Technical Bid** - This part shall contain the covering letter, un-priced tender consisting of complete technical specification and commercial terms and conditions. Part I of the tender as submitted shall also contain the following:-
 - i. Earnest Money Deposit in form of Bank Deposit.
 - ii. Signed, sealed and stamped pre-bid pre-contract Integrity Pact on non judicial stamp paper of Rs 200/- as per the proforma given in the tender document along with the Part-I of the tender failing which the tender will not be considered.
 - iii. Other documents required as per pre-qualification criteria.
 - iv. If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked "Technical Bid", the Bid document will be rejected.
 - c. **Part II - Financial Bid** - This part shall contain prices in Indian Rupees only as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered.
 - i. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the tender to complete in all respect.
 - ii. Bills to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
 - iii. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the completion of work.
 - iv. The item rate shall be workable and inclusive of all material and labour cost as well as contractor profit, overheads/Income Tax/GST as applicable.
 - v. The contractor should have valid GST registration. While raising RA/final bills, the contractor should write their GSTIN number in the Tax Invoice and should also clearly indicate applicable GST amounts payable. Any changes in GST rate prevailing shall be applicable on the quoted rates.

- vi. The tenderers should visit site and assess site conditions and scope of work before quoting the rates.
 - vii. All the measurements of the work shall be recorded by the contractor and the same shall be made available to Officials of NABARD for verification.
 - viii. The contractor should clean the work area on daily basis. Further, the contractor shall remove all the debris of work as and when instructed by PMC/Bank's Official.
 - ix. The L-1 agency will be decided on the basis of total amount quoted for the work in the Financial Bid.
 - x. The contractor has to quote for all the items of the tender. Incomplete tenders and tenders without EMD will be rejected.
 - xi. All terms & conditions of technical & financial bid are acceptable to the contractor.
4. Tenderer shall supply all tools, plants, labour and consumables etc. as required for executing the work as per tender.
 5. During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and contact his past clients for verification of information given by the applicant. On visiting the site if, representatives find quality of the work executed is not satisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor, if found to be fraudulent/ manipulated/ false/amended, the contractor shall be blacklisted for minimum period of 03 years for working in NABARD.
 6. During the execution of work, contractor must deploy qualified personnel having experience in executing the similar works.
 7. SITE VISIT: The Bidder may visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the said works. The costs of visiting the Site shall be at the Bidder's own expense.
 8. The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will render applicant not eligible for qualification of bid without any intimation.
 9. The application form shall be uploaded in CPPP - <https://eprocure.gov.in> after duly filled and signed on each page of tender. Incomplete tender liable to be rejected.
 10. Financial Bid shall be opened of only those contracting firm who are qualified in pre-qualification in response to the application received for this notice.
 11. Application containing false and/ or incomplete information is liable for rejection and consequences.
 12. The application must be submitted in the Pro-forma without editing the text whatsoever. Any Violation of this condition shall render the application invalid. [Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements I, II & III].
 13. The tenders shall be signed by the person/persons on behalf of the Organization having necessary Authorization/Power of Attorney to do so. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application, if required).
 14. If the space in the Pro-forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the Pro-

forma and serial number. Separate sheets shall be used for each part of application, if required.

15. Tenders containing false and/or incomplete information are liable for rejection.
16. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall only include major assignments having agreement/completion value of **Rs.18 lakhs and above**. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
17. The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD (Statement-I).
18. The applicant must have successfully completed the work according to the eligibility criteria under pre-qualification criteria.
19. In case L-1 bidder quotes abnormally low rates the bank may ask such bidder to submit the rate analysis of the item with justification. Failure to which, bid may be considered non-responsive and liable for rejection.
20. Water & Electricity supply for work execution: The client may provide Water & Electricity. In case of non-availability of the same, contractor may arrangement the cost on its own. All the necessary arrangement for electricity points i.e. cable, switch etc. contractor shall provide same.
21. The rates for each item as per scope of work shall be quoted by the applicant in the Financial Bid to be uploaded in the e-tendering web-site.
22. All the protocols / guidelines related to COVID– 19 or other matters fixed by government to be followed by the contractor at his own cost.
23. Taxes- The prices quoted for the work shall be deemed to have included all taxes, custom duty, excise duty, GST or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to commence from the 10 days after the date of Work Order from NABARD till the issue of Virtual Completion Certificate. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and GST-TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor. The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.
24. Validity of Tender- The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.
25. **Earnest Money:** The Tender must be accompanied by Earnest Money in the form of Direct Deposit in the Bank through NEFT OR Valid MSE registration certificate. Tender not accompanied by EMD OR Valid MSE registration certificate shall be rejected. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.
26. **Initial Security Deposit (ISD)/ Security Deposit (SD)/Retention Money Deposit (RMD):** ISD of 2% of accepted value of tender shall be provided by the successful bidder through online transfer NEFT/RTGS within 15 days of issue of work order. The EMD already furnished by the successful tenderer shall be taken into account

while determining the above ISD. In other words EMD will become part of ISD. The ISD will be liable to be forfeited in case the Contractor commits breach of any of the terms and conditions of the Contract or fails to complete the works. This forfeiture is independent of the liquidated damages provided for in the Contract. The initial security deposit amount will be adjusted or included in the retention money as per sub-Clause herein below.

Security Deposit (SD)/Retention Money Deposit (RMD):

- i. Earnest Money Deposit and Retention Money Deposit will form a total Security Deposit (SD). The security deposit will be 5% of the total value of work executed. RMD shall be deducted 5% from every R.A. Bill (after adjustment of EMD/ISD of 2%) till the total recovery amounts to 5% of the contract amount.
 - ii. The 50% of Security Deposit will be refunded after the expiry of defects liability period, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. Remaining 50% SD shall be released against submission of Bank Guarantee for 09 years from DLP against the same amount (Proforma in Annexure – G). The Contractor has to carry out all the rectification works and attend to all defects to the satisfaction of NABARD during the period of Bank Guarantee.
27. **Defect Liability Period:** Defect Liability Period shall be 01 year from the date of virtual completion as certified by the Bank. All repair costs during aforesaid Defects Liability Period shall be borne by the Contractor. If the Contractors do not carry out the rectification work during the Defects Liability Period, then the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of such repairs from the RMD/Security Deposit amount so retained.
28. **Performance Guarantee:** After virtual completion of the work, the contractor has to submit Performance Guarantee for terrace waterproofing works for a period of **10 years**.
29. **Right to Accept Part Tender:** NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.
30. **Labor stay at site:** No Labor stay is allowed at work site.
31. **Signing of Contract Agreement**
- i. The General instructions to the tender and special conditions, herein before referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
 - ii. The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
 - iii. On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.

- iv. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.

32. Inspection of materials/work at site:

- i. NABARD at its discretion may inspect the material at site or elsewhere. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.
- ii. NABARD's officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by NABARD's officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to NABARD's officials a similar right.
- iii. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.
- iv. NABARD's officials carrying out the inspection shall have the power to certify/ accept/ reject as follows:
 - a. Before any material or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
 - b. To reject any material or parts submitted as not being in accordance with the specification;
 - c. To reject the whole of the material tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
 - d. To mark the rejected material with a rejection mark so that it may easily be identified if re-submitted

33. Completion Period: Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in the tender. The tenderer may, before commencing the work, prepare a detailed work programme in the form of Bar Chart/PERT which may be approved by NABARD. The tenderer may indicate the time schedule as per the broad items of work listed below. The tenderer may submit a Bar Chart for completion of the work within the contractual completion period from the 10th day of Work Order. Such chart may include all activities like the date of supply of material at site, completion of work etc. NABARD may provide open space within the compound of the building. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/ enclosure for lockable storage to be erected by the vendor at his cost and shall be

dismantled upon completion of work and all disposed materials to be stacked outside municipal limits by the contractor at his risk and cost.

34. **Insurance:** On or before the date of commencement of the contract, the contractor shall take all insurances at his cost covering all kinds of risks till end of defect liability period of the work, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall take at least the following risk related policies:- Contractor's All Risk Policy at 1.25 times of the value of the contract. Workmen compensation policy for all the workmen of the contractor at site.

Note:

- i. These policies shall remain valid for all the time during the currency of the contract till end of defect liability period. If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.
- ii. The Contractor shall provide NABARD with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defect liability period.
- iii. The Contractor has to Add-on covers under this policy, if at all they are not included under the original policy like:
Clearing and removal of debris; Damage to surrounding property not forming part of the contract work. Maintenance visit / extended maintenance cover to cover accidental loss or damage whilst carrying out any rectification during maintenance period and / or any amount incurred for rectification of such original defects or faults during construction.

35. **Other Issues**

- i. The Contractor shall carry out all the work strictly in accordance with the instructions of NABARD's officers. If in the opinion of NABARD's Officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of NABARD, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- ii. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.
- iii. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD.
- iv. The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.
- v. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the

cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

- vi. The successful bidder is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
- vii. The successful bidder must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Employer. He should make his own arrangement for storage and protection of all materials supplied by him.
- viii. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD.
- ix. Contract Agreement: The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- x. Confidentiality: The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the written permission of NABARD.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

(SEAL & SIGNATURE OF THE TENDERER)

PLACE:

DATE:

VI. SPECIAL CONDITIONS

1. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering a contract and must examine the site and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
2. The rates quoted shall be deemed to be for the finished work to be measured at site including all applicable taxes. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.
3. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
4. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in relevant clause of the Conditions of Contract.
5. Tenders will be considered only from bonafide eligible contractors.
6. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
7. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
8. **CONTRACTOR'S LIABILITY AND INSURANCE:** From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.
Explanation: For the purpose of this condition, the expression “from the commencement to completion of work” shall mean the time commencing from the issue of the work order to the contractor and ending with completion of defect liability period.
9. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid,

for their full value provided under this contract, increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in instalments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.

10. If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.
11. The contractor shall indemnify and keep indemnified the Employer against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.
12. Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub- Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/ nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.
13. The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair

and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.

14. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.
15. If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
16. The Contractor shall indemnify NABARD by giving suitable Indemnity Bond as per NABARD's pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.
17. **SCHEDULE OF QUANTITIES:** The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Bank's Officer and shall be considered to be approximate and no liability shall attach to the Bank's Officer for any error that may be discovered therein.
18. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the work.
19. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY :** The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Employer, who shall decide which shall be followed, and their decision shall be final and binding on all parties. The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary centring, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall pull down and remove any or all such scaffolding, after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultant / Employer.

- 20. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES** - The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or Bye-laws in question.
- 21.** The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Bank's Engineer 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 Bank's Engineer.
- 22.** The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from 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 Bank's Engineer, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof
- 23. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:** All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Officer and NABARD may require. The Specifications shall wherever not mention in the tender be taken in accordance with the latest CPWD Specifications and its latest revision or BIS, if any. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.
- 24. SETTING OUT :** The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Bank's Officer and NABARD. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon, to the satisfaction of the Bank's Officer and NABARD. The Bank's Officer and/or his representatives shall from time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.

25. **CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS:**
The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank's Officer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Bank's Officer or his representative whenever required if demanded by NABARD.
26. The Contractor shall maintain and be represented on site by qualified site supervisor, having sufficient experience in the said field, at all times while the work is in progress, details of the Site Supervisor must be shared prior commencement of the work. The site Supervisor must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Officer to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer should be able to read, write and speak English.
27. **DISMISSAL OF WORKMEN:** The Contractor shall on the request of the Bank's Officer immediately dismiss from the works any person Employed there-on who may, in the opinion of the NABARD, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Bank's Officer.
28. **ACCESS TO WORKS :**The Bank's Officer and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank's Officer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank's Officer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Bank's Officer for doing so.
29. **MEASUREMENT OF WORKS:** The Bank's Officer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified personnel to assist the Bank's Officer or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Officer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the specifications. The measurement shall wherever not mention in the tender be taken in accordance with the Indian Standard of "Method of Measurement, if any". The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.
30. **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 works thus ascertained are less or greater than the amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:-
- 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 as the work priced therein.

- ii. The net rates or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (iii) hereof.
 - iii. Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount 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 Bank's Engineer, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works 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 Bank's Officer shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by the Bank before finalization of such rates.
31. **REMOVAL OF DEFECTIVE WORK AND MATERIALS :** The Bank's Officer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Bank's Engineer are not in accordance with the specifications or the instructions of the Bank's Officer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Bank's Officer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank's Officer in consultation with the Bank's Officer may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.
32. **DEFECTS AFTER COMPLETION :** Any defect may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of **one year** after the Virtual Completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Bank's Officer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Bank's Officer Certificate in writing from any moneys due or that may become due to the

Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor.

33. DELAY AND EXTENSION OF TIME - If in the opinion of the Bank the works be delayed

- i. by force majeure or
- ii. by reason of any exceptionally inclement weather or
- iii. by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or
- iv. by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Bank's Officer and not referred to in the Schedule of Quantities and/or Specifications or
- v. by reason of Bank's Officer instructions, or
- vi. by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
- vii. in consequence of the Contractor not having in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing, ahead of time, giving the Bank's Engineer reasonable time to prepare such instructions, the Bank's Officer shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Officer to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.

34. KEEPING SITE CLEAN - The contractor shall at all times keep the Site clean and shall dispose of all rubbish, debris and offensive material in a manner approved by the Employer and as per instructions of the Employer.

35. AVOIDANCE OF NUISANCE

- i. The Contractor shall take all necessary precautions in reducing noise of plant by means of mufflers, silencers, screens, etc.
- ii. Work liable to create dust shall be well wetted before being executed.
- iii. The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Employer taking care to cause minimum amount of noise, dust and another nuisance at the site.

36. MOBILIZATION ADVANCE - No advance payment shall be made.

37. TERMS OF PAYMENT

- i. No advance payment shall be paid by NABARD.
- ii. Payment shall be paid in the Running bill against work done value as certified by the NABARD Officer after taking joint measurement and complied with all other terms and conditions.
- iii. Running bills will be paid subject to minimum values of Rs.10.00 Lakh per running bill subject to retaining applicable Retention Money Deposit.

- iv. Final bill shall be released after complete measurement along with issuance of VCC, after obtaining approvals/certification from bank's authorities as required for usage of the system and after issue of VCC.

DECLARATION BY THE CONTRACTOR

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

(SEAL & SIGNATURE OF THE TENDERER)

PLACE:

DATE:

VII. SCOPE OF WORKS

1. The scope of work is described in Schedule of Quantities/Bill of Quantities of Contract and detailed out in the tender document. The Contractor shall carry out and complete the said works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the NABARD. The NABARD may in their absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to.
2. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
3. Any discrepancy in or divergence between the Drawings or between the schedule of quantities and/or drawings and/or specifications.
4. The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof.
5. The removal and/or re-execution of any works executed by the Contractor.
6. The postponement of any work to be executed under the provisions of this Contract.
7. The dismissal from the works of any person employed thereupon.
8. The opening up for inspection of any work covered up and relaying it subsequently.
9. The amending and making good of any defects.
10. Coordination of work with other agencies.
11. The employer shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
12. It shall be contractor's responsibility to maintain the installation installed by him during the Defects Liability Period without any extra cost.
13. The contractor shall forthwith comply with and duly execute any work comprised in such NABARD instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the NABARD shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Bank such shall be deemed to be the NABARD instructions within the scope of the contract.
14. Where extra work cannot properly be measured and valued the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the NABARD and the materials deployed, shall be delivered for verification to the NABARD not later than the end of the week in which the work has been executed.
15. If the contractor fails to comply with NABARD instructions within a fortnight after the written notice from the NABARD requiring compliance with such instructions, NABARD may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.
16. For the purpose of entering day to day instructions by the NABARD, the contractor shall maintain at his own cost, a '**Site Instruction Book**' which the instructions will be entered by NABARD.
17. Instruction to the Contractor shall be generally issued through NABARD. However, NABARD or client for the sake of urgency as a result of inspection may issue some

instructions directly with the knowledge of the NABARD who should ratify the same properly.

DECLARATION BY THE CONTRACTOR

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

Seal and Signature of the contractor

Place:

Date:

VIII. TECHNICAL SPECIFICATIONS

1. The work has to be carried out as per the procedure laid down in the BOQ and as per the technical specifications mentioned in the BOQ. The terrace waterproofing treatment shall be with **10 yrs. warranty**. The contractor has to submit Performance Guarantee for a period of **10 years** from virtual completion of the work.

2. List Of Approved Makes of Materials / Trade

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

S. No.	Material	Brand
1	Cement	ACC / Ambuja / L&T or equivalent
2	Sand	Vaitrana river sand or equivalent
3	Crack filling compound	Sika or equivalent
4	Waterproofing coat on parapet wall and mumty rooms	Dr.Fixit or equivalent
5	Waterproofing topcoat on terrace	Dr.Fixit/Fosroc or equivalent

3. DECLARATION IN RESPECT OF LIST OF APPROVED MAKES OF MATERIALS / TRADE:

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

- v. **SAMPLES FOR APPROVAL:** Contractor, before supply of material should show the samples of all the materials to the bank and get it approved. However, it should be noted that approval from the Bank's Officer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence in this regard shall be at the Contractor's account.

Seal and Signature of the contractor

Place:

Date:

IX. SAFETY PRECAUTIONS

1. Appropriate precaution should be taken care of during the work.
2. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
3. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. Care must be taken while unpacking. Band cutter should be used to cut all steel straps securing the package.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. Workers employed on mixing and handling material shall be provided with protective footwear and rubber hand gloves.
8. Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
9. The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
10. All workers shall be provided with helmet, Safety Shoes, Safety belts, Safety Jackets and Safety Equipment for using Jhula.
11. All workers shall be provided kits in order to ensure the COVID-19 appropriate behavior in the premises.

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

Date:

Signature of tenderer

Place:

Name, Address & Seal

STATEMENT - I

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

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organization
1	2	3	4	5	6	7	8

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

Signature of the applicant with full address and office seal

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

STATEMENT - II

List of important contracts executed by the contractor *

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

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

**** Mention the assignments where value of works costing Rs.18.00 lakhs and above only.**

***** Attach client's certificates, Copy of work order, Scope of work etc.**

Signature of the applicant with full address and office seal

STATEMENT - III

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

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

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

**** Mention the assignments where value of works costing Rs.18.00 lakhs and above only.**

***** Attach client's certificates**

Signature of the applicant with full address and office seal

ARTICLES OF AGREEMENT

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

ARTICLES OF AGREEMENT made on this day of (month) (year) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and M/s (hereinafter called “the Tenderer” or “the Contractor”) and having its registered office at, Mumbai of the other part.

WHEREAS the Employer is desirous of getting executed the work of “.....” and has caused the technical and Financial Bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Financial Bid have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for carrying out the work of “.....” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions
6. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.

7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at its sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.
8. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within **60 days** (excluding monsoon period) as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
11. That the all parts of this contract have been read and fully understood by the tenderer.

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

Signature Clause

SIGNED AND DELIVERED by the
National Bank for Agriculture and
Rural Development by the hand of
Shri _____
(Name, Signature & Designation)

SIGNED AND DELIVERED by the
Bidder

(Name, Signature & Designation)

In the presence of:

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

In the presence of:

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

INDEMNITY BOND

Know all men by these presents that I, Shri.....of M/s do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and M/s having their registered office at, Mumbai – 400051 on this day of 2024.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to “ ” .

THIS DEED WITNESSETH AS FOLLOWS: -

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

any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any *of our* sub-contractor/s if any, servants or agents.

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

any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s has set their hands on thisday of

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

Signature:

IN THE PRESENCE OF WITNESSES:

1. Name & Signature :
2. Name & Signature:

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹200.00 Stamp Paper)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “**The Principal**”

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit

which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Retention Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

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

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)

Flat 1032, A Wing, Vanashree Society,
Sector 58 A&B, Palm Beach Road,
Nerul, Navi Mumbai, Pin 400 706.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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

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

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

PROFORMA OF EMD CREDIT DETAILS**(EMD details to be filled by bidders)****TENDER FOR TERRACE WATERPROOFING WORKS AT NABARD PARK,
SANTACRUZ (W), MUMBAI**

लेखा का नाम NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम BANK NAME	NABARD
शाखा का नाम BRANCH NAME	HEAD OFFICE, MUMBAI
आईएफएस कोड IFS CODE	NBRD0000002
खाता संख्या ACCOUNT NUMBER (वैन VAN)	NABADMN07

Name of depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	
** Attach Bank Statement showing amount debited from account, on or before last date of submission of tender.	

Date:

Place:

Signature with seal:

PRO-FORMA OF FURNISHING THE PAYMENT DETAILS**TENDER FOR TERRACE WATERPROOFING WORKS AT NABARD PARK,
SANTACRUZ (W), MUMBAI**

Name of the Agency		
Contact Details	Name	
	Email	
	Phone No	
PAN details (enclose copy of PAN)		
GST Number (enclose copy of GST registration)		
Address of principle place of business in the state as per GST registration certificate	Address	
	City	
	PIN	
	State	
Bank account number		
Account Name		
Type of the account		
Name & Address of Bank		
IFSC Code (enclose copy of cancelled cheque)		

Name of the Agency:

Date:

Place:

Signature with seal:

BANK GUARANTEE FROM THE CONTRACTOR

(Proforma of Bank Guarantee in lieu of 50% of Retention Money Deposit - to be Stamped as
a Security Bond)

Place :

Date :

To

The Chief General Manager,

Department of Premises, Security and Procurement

National Bank for Agriculture and Rural Development

Head Office, Mumbai – 400051

Dear Sir,

Terrace Waterproofing Works At Nabard Park, Santacruz (W), Mumbai - Bank Guarantee for
Retention Money

WHEREAS

1. You have awarded a contract dated _____ for Terrace Waterproofing Works
At Nabard Park, Santacruz (W), Mumbai to our constituents M/s. _____
a Company/Firm having its Registered Office/Office at _____
hereinafter referred to as "the Contractors" which expression shall include its successors and
assigns/partners for the time being and from time to time) on the terms and conditions
mentioned in the contract ;

2. One of the terms of the Agreement is that the Employer shall be entitled to deduct and keep
in deposit with them a sum equivalent to 5% of the Running Bills submitted or to be submitted
by the Contractors in connection with the said construction work subject to a maximum of
Rs. _____ (Rupees _____ only) in the manner provided in the
said Agreement. It is further provided that the Employer may, inter-alia, at its discretion agree
to hold the said deposit partly in cash by deduction as aforesaid and partly by a Bank
Guarantee;

3. NABARD will release 50% of the RMD/Security deposit on expiry of Defect Liability Period and will release the remaining 50% of the RMD/Security deposit amount of Rs. (Rupees) against submission of a Bank Guarantee of the same amount.

4. The Contractors who are our constituents have since requested us to furnish the said Guarantee to the Employer in respect of the sum of Rs. _____ (Rupees _____ only);

NOW, THEREFORE, THIS LETTER OF GUARANTEE WITNESSETH THAT -

In consideration of the National Bank for Agriculture and Rural Development having agreed at our request to accept this Guarantee in lieu of the remaining sum or sums of Rs. _____ (Rupees _____ only)

WE, THE _____ BANK, hereby unconditionally and irrevocably guarantee unto the National Bank for Agriculture and Rural Development (hereinafter referred to as "NABARD", which expression shall include its successors and assigns) that in the event of the NABARD coming to the conclusion that the Contractors have not performed their obligations under the said Agreement or have committed a breach thereof in particular failed to rectify the defect in the construction/workmanship brought to their notice in terms of the said Agreement which conclusion shall be final and binding on us, WE shall on demand and without demur pay to the NABARD the sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the NABARD and our this guarantee shall be treated as equal to the Retention Money Deposit/ Security Deposit kept with the NABARD for the due performance of the aforesaid obligations of the Contractors under the said Agreement.

2. WE, the _____ Bank, also agree and confirm that the sum not exceeding _____ Rs. _____ (Rupees _____ only) as indicated in the written demand issued by the NABARD shall be final and binding on us and we shall not ask for any further proof or evidence and we shall not question the same either inside or outside in any Court, Tribunal or Arbitration, etc. ;

And that we will make the payment pursuant to the demand notice issued by NABARD without reference to the Contractors and notwithstanding any dispute or difference that may exist or arise between the NABARD and the Contractors or any other person;

And that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of the NABARD;

3. We hereby further agree that -

a) any neglect or forbearance, act or omission on the part of the NABARD in enforcing any of this conditions of the contract or granting of any time or the showing of any indulgence by the NABARD to the Contractors in respect of the completion of the building or any other matter in connection therewith or any variation in the terms of the said contract made by mutual agreement between the NABARD and the Contractors or any other act or deed on the part of the NABARD, which, but for this Clause, may have the effect of discharging the guarantor under the Law of Sureties, shall not discharge us in any way and our obligation under this guarantee shall be discharged only by payment in full of the sums guaranteed hereunder ;

b) it shall not be necessary for the NABARD to exhaust its remedies against the Contractors before invoking this guarantee and the guarantee herein contained shall be enforceable notwithstanding that any other security, which the NABARD may have obtained or may obtain from the Contractors, is outstanding and unrealised ;

c) our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of the Contractors in entering into the said contract or by the dissolution or change in the constitution or name of the Contractors;

d) our liability under this guarantee shall not exceed the sum of Rs. _____
(Rupees _____ only) mentioned above ;

4. This guarantee shall remain in force up to provided that if so desired by the NABARD, this guarantee shall be renewed by us for a further period as may be indicated by the NABARD on the same terms and conditions as contained herein but at the cost of the Contractors, failing which the amount guaranteed hereunder shall become payable to the NABARD on demand.

5. Our liability under this guarantee will terminate on the aforesaid date, unless renewed as provide hereinabove, or on the day when the Contractors comply with the obligations under the said Agreement, in particular that relating to the rectification of defects in the construction or workmanship during the period of defects liability as provided in the said Agreement (as to which a certification in writing by the NABARD alone shall be conclusive proof), whichever date is earlier. Unless a claim or suit or action is filed against us within 6 months from the date

aforesaid or the extended period of this guarantee, all the rights of the NABARD against us under this guarantee shall stand forfeited and we shall be released and discharged from all our obligation and liabilities hereunder.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Signatory

N.B.: This guarantee will require stamp duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified.