



NABARD Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010
Email: dpsp.lucknow@nabard.org

National Bank for Agriculture and Rural Development (NABARD) invites

E- Tender for Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel Uttar Pradesh Regional Office, NABARD, Lucknow.

Firms/Vendors may log on to the website of NABARD *i.e.* www.nabard.org or to the CPPP Portal *i.e.* <https://eprocure.gov.in> to download the Tender Document for submitting the same duly filled before the last date of submission.

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(Sign and seal of tenderer)

NOTICE INVITING E- TENDER Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel Uttar Pradesh Regional Office, NABARD, Lucknow

1. NABARD invites E- tenders from Vendor / Service Providers of repute & experience **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel at Uttar Pradesh Regional Office, NABARD, Lucknow**. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD's website www.nabard.org or CPPP portal.
2. Tenderers are advised to submit e-tender (e-bids) through CPPP portal only. No physical copy shall be provided by NABARD or submitted to NABARD.
3. The tenderer will be required to deposit an amount of ₹ 12,000.00 towards Earnest Money Deposit (EMD) (i.e., @2% of the estimated value of tender) through NEFT to the following account:

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Name of the Bank	NABARD
Branch Name	Head Office, Mumbai
Account No (VAN) :	NABADMN18
IFSC Code:	NBRD0000002

4. MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organisations or empanelled with NABARD itself are exempted from submitting the EMD, a copy of the registration certificate needs to be submitted along with the Technical Bid.
5. Further, it may be noted that those Vendor / Service Providers / firms, whose technical bid will be found suitable, as per our prequalification criteria, which are given in Annexure I will only be identified for further tendering process.
6. The EMD of the successful tenderer, if any, shall be adjusted towards Retention Money Deposit. The EMD Deposits of Unsuccessful bidders will be refunded.
7. Retention Money Deposit (RMD) at the rate of 5% will be recovered from final bill of accepted value of the tender. While determining the RMD, the EMD already with the Bank shall be taken into account. The EMD with RMD will constitute Security Deposit. The RMD will be released after completion of Defect Liability Period of One Year and will not bear any interest. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.
8. The Pre-qualification criteria, format of "Technical Bid", Scope of Work, Terms and Conditions, Agreement and format of "Price Bid" and are enclosed with this tender document.
9. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
10. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.

Address for Communication

The Chief General Manager
National Bank for Agriculture and Rural Development (NABARD)
Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nagar,
Lucknow- 226010

Sd/-
(Sunanda Bose)
General Manager

फर्मों/विक्रेताओं से ई-निविदा आमंत्रित करने की सूचना, उत्तर प्रदेश क्षेत्रीय कार्यालय, नाबार्ड, लखनऊ में एपीएफसी पैनल की आपूर्ति, स्थापना, परीक्षण और कमिशनिंग

1. उत्तर प्रदेश क्षेत्रीय कार्यालय, नाबार्ड, लखनऊ में एपीएफसी पैनल की आपूर्ति, स्थापना, परीक्षण और कमिशनिंग के लिए प्रतिष्ठित और अनुभव वाले विक्रेता / सेवा प्रदाताओं से ई-निविदाएं आमंत्रित करता है।
2. इच्छुक वेंडर /सेवा प्रदाता निविदा दस्तावेज को निम्नलिखित में से किसी भी विकल्प से डाउनलोड कर सकते हैं - नाबार्ड का वेबसाइट www.nabard.org /CPPP पोर्टल <https://eprocare.gov.in>
3. निविदाकारों को सूचित किया जाता है कि वे लिंक पर उल्लिखित प्रणालियों और प्रक्रियाओं से संबंधित अनुदेशों और ई-बोलियां प्रस्तुत करने हेतु दिए गए चरणबद्ध विवरणों (वेंडर गाइड) का ध्यान पूर्वक पालन करते हुए ई-निविदा (ई-बोली) केवल CPPP पोर्टल <https://eprocare.gov.in> के जरिए ही प्रस्तुत करें।
4. निविदाकर्ता को रु 12000/- (रुपये बारह हजार मात्र) की राशि (निविदा के अनुमानित मूल्य के 2% बराबर) अरनेस्ट मनी डिपॉजिट (ईएमडी) के रूप में एनईएफटी के जरिए निम्नलिखित खाते में जमा किया जाना अपेक्षित है:

खाते का नाम	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
बैंक का नाम	NABARD
शाखा का नाम	Head Office, Mumbai
खाता संख्या (VAN)	NBADMN18
आईएफएससी कोड	NBRD0000002

EMD राशि जमा करने के उपरांत, निविदाकर्ता को लेनदेन से संबंधित विवरण dpsp.lucknow@nabard.org पर ईमेल कर देना चाहिए।

5. भारत सरकार द्वारा जारी एमएसई अधिप्राप्ति नीति में यथापरिभाषित एमएसई या केंद्रीय अधिप्राप्ति संगठनों के साथ पंजीकृत बोलीकर्ताओं या स्वयं नाबार्ड के पैनल में सम्मिलित बोलीकर्ताओं को EMD जमा करने से छूट दी जाती है। इस संबंध में आवश्यक पंजीकरण प्रमाण पत्र की प्रति तकनीकी बोली के साथ संलग्न की जानी चाहिए।
6. सफल निविदा दाता की ईएमडी, यदि कोई हो तो, रिटेन्शन मनी डिपॉजिट (RMD) के समक्ष संयोजित की जाएगी। असफल निविदाकर्ताओं की ईएमडी राशि वापस की जाएगी।
7. अंतिम बिल से 5% की दर से रिटेन्शन मनी डिपॉजिट (RMD) वसूल की जाएगी। आरएमडी का निर्धारण करते समय, बैंक के पास पहले से मौजूद ईएमडी को भी ध्यान में रखा जाएगा। आरएमडी और ईएमडी सब सिक्यूरिटी जमा का हिस्सा होंगे। आरएमडी/ईएमडी को एएमसी अवधि की संतोषजनक समाप्ती से एक वर्ष की दोष दायित्व अवधि के बाद जारी किया जाएगा और इस पर कोई ब्याज देय नहीं होगा। यदि ठेकदार अनुबंध के किसी भी नियम और शर्त का उल्लंघन करता है या काम/सेवा को पूरा करने में विफल रहता है तो सिक्यूरिटी डिपॉजिट जब्त करने के लिए उत्तरदायी होगा।
8. अर्हता-पूर्व मानदंड, तकनीकी बोली का फॉर्मेट, काम का दायरा, नियम व शर्तें, करार और मूल्य बोली का फॉर्मेट इस निविदा दस्तावेज के साथ संलग्न है।
9. ई- निविदाएँ यदि बैंक के अनुमोदित निविदा फॉर्मेट में नहीं दी गईं तो उन्हें अमान्य माना जाएगा और निरस्त कर दिया जाएगा।

10. किसी भी या सभी बोलियों को बिना कोई कारण बताए स्वीकृत/अस्वीकृत करने के लिए नाबार्ड के पास अधिकार सुरक्षित रहेगा और नाबार्ड का निर्णय अंतिम तथा सर्वमान्य होगा ।

संपर्क के लिए पता

मुख्य महाप्रबंधक
राष्ट्रीय कृषि और ग्रामीण विकास बैंक
उत्तर प्रदेश क्षेत्रीय कार्यालय
11, विपिन खंड, गोमती नगर
लखनऊ-226010

हस्ता./-
(सुनन्दा बोस)
महाप्रबंधक

Annexure- I

PRE-QUALIFICATION CRITERIA

1. The contractors should meet following qualification criteria:

(1.1) Minimum 7 years' experience (as on 31.03.2024) in the field of similar works (work in and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office.

(1.2) The bidders should have carried out similar works during last 7 years (ending 31.03.2024) with annual contract value (costing individually) not less than the amount as given in following table:

SN	Experience Criteria	(Rs. Lakh)
1	1 similar work during last 7 years (ending 31.03.2024) with annual contract value (costing individually) not less than Rs. >>>>	4.8 lakh
	OR	OR
2	2 similar works during last 7 years (ending 31.03.2024) with annual contract value (costing individually) not less than Rs. >>>>	3.0 lakh
	OR	OR
3	3 similar works during last 7 years (ending 31.03.2024) with annual contract value (costing individually) not less than Rs. >>>>	2.4 lakh

2. The tenderers should have Annual Turnover as given in the following table during the last three years ending **31 March 2024** supported with audited balance sheets/ profit & loss statement or a registered Chartered Accountant certified statement of accounts.

S.N	Turn over Criteria	(Rs. Lakh)
1	Average Annual Turnover during last three years ending 31.03.2024 should be at least	Rs.1.80 lakh

3. The tenderer should have their own office within the city / suburban areas of Lucknow
4. If the contractor belongs to other city, a detailed write up on execution arrangements shall be submitted by the tenderer.

5. Tender shall be accompanied by a copy of each of the documents like,
- Proprietorship Firm/Partnership Firm/Company Registration Certificate
 - MSME Registration Certificate
 - Registration under Contract Labour Act/Labour Department
 - Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm
 - List of eligible work executed during last seven years
 - PAN
 - GSTN Registration
 - Employee State Insurance Act Registration Certificate
 - PF Registration Certificate
 - **Statements of Income Tax Returns of past 03 Financial Years ending on 31.03.2024**
 - Particulars of bankers & Bank account details.
 - Details of work experience shall be supported by work orders and corresponding completion certificates.
 - The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the

prescribed format.

- Details of works on hand
6. Audited final accounts of the business of the contractor for last 3 years duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
 7. If required, original certificates are produced for verification by the tenderer then those will be returned after verification.
 8. The tenderers should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Labour Department, Provident Fund, ESIC, etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.
 9. Tenderers should have a Current Bank Account with a scheduled commercial bank.
 10. Tenderers should submit Agreement be executed on Rs.100 non judicial stamp paper.
 11. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.
 12. Intending applicants are required to furnish details about their firm/organization, experience, competence, etc.
 13. The application form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
 14. If the space in the application form is insufficient for furnishing full details, such information should be supplied on a separate sheet duly signed by competent authority
 15. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
 16. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
 17. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.

(Signature and Seal of the Tenderer)

Instructions for filling the tender

1. All the pages of the Tender Document shall be signed and sealed by the Tenderer.
2. NABARD takes no responsibility for delay/loss in post or non-receipt of Quotations/ Tender Documents.
3. The last date of receipt of Tender is on indicated on CPPP portal. Revision in date and time, if any, would be conveyed.
4. Perspective bidders should complete the pre bid inspection and satisfy themselves before submitting their quotes.
5. Bids submitted by unauthorised agents and FAX/Telegraphic bids shall not be entertained/ considered.
6. Rates should include all items pertaining to the captioned work at NABARD Regional Office, Lucknow, Uttar Pradesh as mentioned in the tender and unless the same is done to the satisfaction of the NABARD, the bill will not be accepted.
7. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - 8.1 When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - 8.2 When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
8. When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.
9. **Bidders must not submit any financial related bid data along with technical bid. In such cases the technical bid may be summarily rejected.**

DECLARATION BY THE CONTRACTOR

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

Place:

Date:

(Signature and Seal of the Tenderer)

Annexure- II
FORMAT OF TECHNICAL BID

(A) Name of the firm and Composition of the Firm	
(Full particulars (whether the Tenderer is an individual /Proprietorship Firm partnership firm / company etc.) of the composition of the firm of Tenderers in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association /Power of Attorney/ any other relevant document.)	
(a.1) Registered Head Office Address	
(a.2) Local Office Address	
(a.3) Year of establishment/Registration and Act under which registered	
(B) Work Experience (Details of work experience supported by work orders indicating the value & general specification of work, No. of persons to be engaged as per agreement, other documents and certificates. The details along with documentary evidence of previous experience, if any, of carrying out works for NABARD/ Public sector banks/ Government department/ Semi Govt. department/ Other Public Sector Undertakings/ private banks at any other Centre should also be given.)	
(C) Credit worthiness of the Tenderer & Turnover during the specified period (Copies of IT deposit certificates (such as copy of deposited Form 16 or any such other certificate) along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed in proof of their credit worthiness and Turnover for the last three years ending 31.03.2024 .)	
(D) Name(s) and address(es) of the Bankers and their present contact executives (Written information about the names and address of their bankers along with full details like names, postal address, e- mail IDs, telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.)	
(E) Details of Bank accounts (Full particulars of their bank accounts, account No., type of account, account opening date etc. should be furnished.)	
(F) Name(s) and address(es) of the Clients and their present Executives (Written information about the names and address of their clients along with full details like names, postal address, e- mail IDs, telephone (landline & mobile No.s), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed) should be furnished.)	

(G) Litigation & civil suits (The Tenderer should furnish details of his involvement in any type of litigation with any of his present or past clients. He should also furnish the details of any civil suits pending against him or his workmen in any court of law.)	
(H) Whether registered with the Registrar of companies/ Registrar of firms. If so, mention number and date and attach a copy of registration	
(I) Details of Registration with Provident Fund, Labour Authorities, ESIC, if any.	
(J) Whether registered for GSTN/ service tax purposes. If so, Also furnish relevant copies.	
(K) Whether registered in the panel of other banks and other financial institutions and if yes, furnish the details of registration viz. names, category and date of registration, etc.	
(L) MSME Registration Certificate, if applicable	

Details of Key Administrative Personnel

SI.No.	Name	Designation	Qualification	Professional Experience	No. of years associated with the firm

PREVIOUS EXPERIENCE

List of important works executed by the firm during last 7 years with experience in executing works of nature. Please arrange to provide value of job, approximate area of each contract where similar work was/ is being undertaken along with copy of work orders, performance certificates/completion certificates.

Tenderers are encouraged to apply only if they have experience in similar work nature.

Ser	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

ii) List of important **works on hand** costing Rs.02.00 lakh and above with experience in executing similar work.

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner	Contract Amount (Rs)

Experience of Works Personnel

1. **List of Civil, Electrical, Plumbing** Personnel, giving details about their academic/technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

S.No.	Name	Age	Qualification	Experience	Nature of works handled	Date from which employed in the organization	Any other relevant information

2. **List of available tools, Equipment.** (Please attach extra sheets if required).

S.No.	Name of tools/ Equipment and Accessories	Total No. of units	No. of units can be spared for NABARD's work
(1)	(2)	(3)	(4)

3. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.

4. No. of supplementary sheets attached

Declaration by the Contractor

I/ We have read and understood the Scope of Work and special terms and conditions for undertaking **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel at Uttar Pradesh Regional Office, NABARD, Lucknow** as indicated, and I/ We have taken into account the above while quoting the rates. I/ We accept all the above points without any reservation from our/ my side, in all respects. Further, I/ We also declare that no prohibitive things/ banned chemicals will be used, which are harmful to human life.

Place:

Date:

(Signature of the Tenderer with Name, Seal & Date)

CHECK-LIST FOR TECHNICAL BID (Annexure II (A))

SER	Documents asked for	Whether Submitted or Not
1	A) Bid Security, if applicable of Rs. (Rupees in words) in the form of e-payment	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers. If the bidder is a company/ partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on own Letter-Head as per format prescribed	
4.	Self-attested copy of the PAN card with copy of cancelled cheque for KYC compliance.	
5.	Self-attested copy of GSTIN Registration	
6.	Self-attested copy of valid Registration number of the Firm /agency.	
7.	Valid Contractor License issued by Government of Uttar Pradesh	
8.	Self-attested copy of valid Employees Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
11.	Proof of experiences of last seven financial years as specified in the NIT along with satisfactory performance certificates from the concerned employers	
12.	Annual returns of previous three years supported by audited balance sheet for FY 2023-24, 2022-23, and 2021-22.	
13.	Whether the Bid submitted in <u>Bank's approved bid format</u>	
14.	Whether tenderer have their own office within the city / suburban areas of Lucknow	
15.	Proof of a current Bank A/c with a commercial bank.	
16.	Self-declaration that tenderer is not blacklisted by any Govt department / Bank / PSU etc.	
17.	Self-declaration that the current works allotted /awarded are not delayed and none of it is in any kind of arbitration/court.	

(Signature of the Tenderer with Name, Seal & Date)

Annexure- III

General Terms and Conditions

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The quantities indicated in the BOQ are tentative and shall be executed at the sole discretion of NABARD.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates should include all Taxes, Duties, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
5. Materials used should conform to relevant BIS norms.
6. Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and/ or in case of any discrepancy, the decision of CGM, NABARD, Uttar Pradesh Regional Office, Lucknow will be final.
7. The items not covered in the Schedule of Quantities of the Contract Document shall be paid as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP (which include IT and GST) as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
8. Income Tax, GST and other taxes etc. as applicable will be deducted from total payment due to the Contractor.
9. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and/or experience in their trade.
10. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him.
11. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
12. The entire work is required to be **completed within 30 days from the date of award of contract.**
13. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
14. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
15. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
16. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet NABARD's Engineer/concerned officers with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.

17. The contractor should engage a qualified technical personnel/supervisor to supervise the work on daily basis as per the specifications and instruction of the Bank.

18. Buyback -

- a. GST will apply on the value of buyback and separate invoice is to be prepared by NABARD for buyback items offline outside the CPPP system. Vendor should work out input credit for that GST applicable on the buyback while quoting the product/services.
- b. Input GST Credit consideration by seller –seller shall offer the prices in the bid by the total amount of new goods including GST-total amount of old goods quoted by the firm excluding GST.
- c. Successful bidder must provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the buyer/Consignee.
- d. Transportation of buyback items from buyer premises shall be arranged by the seller itself without any extra cost.
- e. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/law of the land.
- f. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- g. Receipt of payment by the buyer for old items and invoicing by buyer will be out of CPPP portal.

19. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to staff or material, injury/ damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/ or his employees, or workmen. NABARD will not be liable to pay any compensation to the personnel deployed by the contractor for sustaining any injuries while discharging the duties in the premises.

20. The Contractor shall indemnify the Employer against any losses as per format given at Appendix VI.

21. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and/or terminate the Contract forthwith, if necessary.

22. In case of any default or failure on Contractor's part to comply with all/ any one of the Terms/ Conditions, Chief General Manager, NABARD, Uttar Pradesh Regional Office, 11, Gomti Nagar, Lucknow reserves to himself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/ or by taking recourse to appropriate recovery proceedings.

23. If any dispute arises on any matter concerning this Contract, the decision of CGM, NABARD, UP RO, Lucknow shall be final and binding.

24. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.

25. The contractor by his own expenses and risk shall uninstall relevant fixtures in the area of work carefully and without any damage, to a convenient place under intimation to the Bank for the convenience of work, and shall reinstall the same, wherever required, after completion of the work.

26. The work should be carried out with least inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.

27. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The contractor shall ensure that all COVID 19 related protocols as per the directions of State/ Central Govt. are strictly complied with the workmen/ labour.
28. The Contract can be terminated by NABARD on 07 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
29. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
30. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any 'T&P' and materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
31. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
32. Any defect which may appear within the Defect Liability Period after the Virtual completion of work should be rectified by the Contractor at his cost and only thereafter the RMD will be refunded to the Contractor.
33. Security Deposit: Retention Money Deposit (RMD) shall be deducted @ 5% of the value of work done from every bill and shall be refunded after expiry of defects liability period of **one year** after the date of virtual completion of the work provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. No interest will be paid on Retention Money Deposit. No mobilization advance will be given to contractor.
34. Defects Liability Period: **One year** from the date of Virtual Completion of works certified by NABARD.
35. Validity of Tender Rates: 90 days from the date of opening of Technical Bid (Part-1).
36. Liquidated Damages: 1% (one percent) of the accepted Tender Value per week or part of the week subject to maximum of 5% of the value of work.
37. The contractor shall be entitled to receive final payment after execution of work. The final bill submitted by the contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, GST, TDS and any other taxes/charges as applicable.
38. Termination of agreement: "If the services of the contractor are not found to be satisfactory or for any other reason considered by NABARD as insufficient, the contractor will be given a notice, with a **notice period of 07 days**, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if
 - in the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
 - the contractor commits a breach of any terms and conditions of this agreement and/or
 - the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
 - for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/orthere is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
The Contractor shall not be entitled to any compensation for such termination.
39. On expiry or early termination of the contract, the personnel engaged shall vacate and all their

equipment be removed from the said premises without any way causing any damage to the premises and the property therein. If the tenderer fails to remove the equipment after completion/termination of contract from the NABARD premises within 07 days, then an amount of ₹ 1000/- per day could be deducted from the bill/RMD subject to a maximum penalty of ₹ 31000/- only. Beyond 31 days of time, all the equipment lying in the NABARD premises could be sold off as scrap and the successful tenderer will be transferred the amount proceed after deduction of the amount received as further penalty.

40. The successful tenderer shall be required to submit 'Deed of Indemnity' and 'Reciprocal Non-Disclosure Agreement' which shall be executed on a non-judicial stamp paper of Rs.500/- and Rs.200/- respectively. The proforma of the same is given in Appendix V and VI.

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

(Signature of the Tenderer with Name, Seal & Date

Annexure- IV

SPECIAL TERMS AND CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. **Technical catalogue furnishing the features of the controller and panel with all necessary details shall be enclosed with the offer.**
3. **3 sets of Operation, Maintenance and Programming manual in English for APFC relay & VAF with circuit/ wiring diagram to be supplied along with the panel required.**
4. **GA drawings and bill of materials to be submitted for approval before manufacturing of the panels.**
5. **Point by point confirmation is required from the supplier for technical evaluation otherwise the offer will not be considered.**
6. **Final inspection to be offered at works before despatch.**
7. **Complete installation of APFC panel will be carried out by the Vender and provide support for programming the controller to suit the reactive compensation and to impart necessary training to NABARD staffs.**
8. All the pages of the Tender Document shall be signed by the Tenderer.
9. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
10. Bids submitted by un-authorized agents and by FAX shall not be entertained / considered.
11. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
12. Tenderer should make necessary arrangements to ensure removal of debris out of office premises to the safe limit and cleaning of the site thoroughly after work completion, and unless the same is done to the satisfaction of the NABARD's Engineer/concerned officers, the final payment will not be made to the vendor.
13. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
14. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.
15. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
16. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
17. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed-
 - a. When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

18. No advance shall be paid towards mobilization and cost of materials.

19. The contractor at his cost and risk should shift/displace the Bank's furniture, fixtures etc. as per the needs to facilitate the job during the time of work and should re-shift the goods at its initial place without any damage.

20. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.

21. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the NABARD's Engineer/concerned officers.

22. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.

23. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer 's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.

24. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.

25. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.

26. Any disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them be referred for adjudication to a sole Arbitrator to be appointed provided as per Arbitration & Conciliation Act, 1996. The arbitration shall be conducted by sole arbitrator appointed by NABARD and the award of the Arbitrator shall be final and binding on the both the parties. The venue of the arbitration shall be Lucknow and language for the same shall be English or Hindi.

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

DECLARATION BY THE CONTRACTOR

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

Place:

(Signature of the Tenderer)

Date:

Name and Seal:

LIST OF APPROVED MAKES OF MATERIALS / TRADE

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.

2. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.

3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Bank. 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.

If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

(Signature of the Tenderer)

Name and Seal:

SAFETY CONDITIONS OF THE CONTRACT

1. Consumption of alcohol, smoking and chewing pan/masala/gutkha are strictly prohibited in the Office premises.
2. The personnel deployed by the contractor can use common facilities for drinking water and toilet provided at the premises. However, it should be ensured that same should be kept clean at all times.
3. The contractor must conform to and ensure all necessary safety requirements for their labour which must be ensured invariably at all the times without any deviation. NABARD will not be held responsible in any way for any unforeseen incident/accident that may occur during the work undertaken.
4. The contractor shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of contractor or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the contractor. The contractor shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
5. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
6. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
7. It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, lifelines, helmets, rubber gloves etc. depending upon the nature of works Contractor is free to approach NABARD for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.
8. A penalty of Rs.1000.00 per instance shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs.2000.00 per instance shall be levied if violation is repeated.
9. Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Bank's establishments, its officers and the families of its officers residing in flats. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.
10. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident, and the Bank shall not be responsible for any liability arising out of any accident/injury caused to the employees/workmen while executing the work.
11. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damage's compensation, cost charges and expenses arising or accruing from or in respect of any such claim or damages from any or all sums due or to become due to the contractor.

Declaration by the Contractor

I/ We have read and understood the Safety code for the **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel at Uttar Pradesh Regional Office, NABARD, Lucknow** and I/ We have taken into account the above while quoting the rates. I/ We accept all the above points without any reservation from our / my side, in all respects.

(Signature of the Tenderer with Name, Seal & Date)

Appendix-1
(Covering Letter by the Tenderer for Submission of BID)

(To be submitted in Tenderer's own Letter head)

Ref. No.

Date:

To

The Chief General Manager /Officer in Charge
National Bank for Agriculture and Rural Development (NABARD)
Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh -226010

Dear Sir,

Submission of Bid for undertaking **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel Uttar Pradesh Regional Office, NABARD, Lucknow.**

With reference to NABARD, UP RO's Tender Notice dated 2024,

I/ We offer our services for **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel Uttar Pradesh Regional Office, NABARD, Lucknow.**

I/We understand that NABARD reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

All the desired information in the prescribed format i.e. format of technical bid, price bid documents and other certificates as required by NABARD, are enclosed herewith for NABARD's perusal.

Thanking NABARD

Yours faithfully,

(Signature of Authorized person on behalf of the Firm/ Agency/ Tenderer)

(Tenderer's Seal)

Appendix- 2

(Letter of Undertaking from the Tenderer)

(To be submitted in Tenderer's own Letter head)

To,
The Chief General Manager
National Bank for Agriculture and Rural Development (NABARD)
Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh -226010

Dear Sir,

1. Submission of Bid for undertaking **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel Uttar Pradesh Regional Office, NABARD, Lucknow**
2. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after going through the tender document published by NABARD, UP RO.
3. I / We have visited the concerned area where **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel Uttar Pradesh Regional Office, NABARD, Lucknow** is going to take place and acquired the requisite information relating thereto as affecting the Tender.
4. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me/ us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
5. I/We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
6. I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time. The rates will be exclusive of all taxes (The payment shall be subject to TDS and taxes as applicable at the time of payment) and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us.
7. I /We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.
8. The rates quoted by me/us, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period.
9. I/ We hereby certify that all the statements made, and information supplied in the tender document and accompanying statements are true and correct.
10. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the Contract Document.

Yours faithfully,

Place:
Date:

(Name and signature of the tenderer)

Appendix-3

(PROFORMA FOR ELECTRONIC PAYMENT)

Details of Bank account to be furnished by the contractor/ service provider for effecting payment by NABARD.

1	Name of the account holder (As appearing in the Bank account)	
2	Address of the Account Holder	
3	Name of the Bank	
4	Name of the Bank Branch	
5	Account number	
6	RTGS/ NEFT/ IFS Code	
7	Type of account	
8	PAN Number	
9	GSTIN Number	
10	Email id	
11	Contact Number	

Signature and Seal:

Please attach the following:

- (1) Photocopy of one cancelled cheque leaf of the Bank account;
- (2) Copy of PAN card;
- (3) Allotment letter / registration letter under GSTIN.

Appendix-4 (DEED OF INDEMNITY)

(To be executed on a non-judicial stamp paper of Rs.500/- by Successful Tenderer only)

This Deed of Indemnity is made and executed at Lucknow on this.....day of 2024 by M/Sa Company incorporated under the Companies Act, 1956, having its registered office at....., represented herein by its Authorized Signatory Shri/Smt....., Designation (herein after referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

In favor of

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Act, 1981 having its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai- 400051 (hereinafter referred to as "NABARD") and Uttar Pradesh Regional Office at 11, Vipin Khand, Gomti Nagar, Lucknow which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns.

WHEREAS the Service Provider has agreed with NABARD to successfully implement conforming to all the specifications as per the scope of work mentioned in the Tender dated (hereinafter referred to as "Tender" No.) which expression shall include all attachments and annexures thereto as well as all amendments, modifications and alteration and the Terms and Conditions agreed as per Agreement dated (hereinafter referred to as "Agreement").

AND WHEREAS pursuant to the Agreement, the Service Provider is required to execute a Deed of Indemnity in favour of NABARD to indemnify it against any acts, omissions, losses, charges, claims etc. and which the Service Provider has agreed to do.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Service Provider hereby executes and furnishes to NABARD this Deed of Indemnity, which is an unlimited, irrevocable and continuing indemnity, and shall remain in full force and effect.

2. The Service Provider hereby undertakes to indemnify NABARD as per the Terms and Conditions of the Agreement which are as follows:

(a) The Service Provider shall execute and furnish to NABARD a Deed of Indemnity, indemnifying NABARD from and against any costs, loss, damages, expense, claims whether on account of patents, trademarks, copyrights issues or otherwise including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period arising out of:

(i) Any negligence or wrongful act or omission by the Service Provider, the Service Provider's team or any third party in connection with or incidental to this Agreement; or

(ii) Any breach of any of the terms of the Bid as agreed, the Tender and the Agreement by the Service Provider, the Service Provider's Team or any third party.

(iii) The indemnity shall be to the extent of 100% in favour of NABARD.

(iv) Notwithstanding the above, Service Provider shall have no obligations with respect to any indemnity claims to the extent that the indemnity claim arises or results from:

(v) Service Provider's compliance with NABARD's specific technical designs or instructions;

(vi) Inclusion in a Service of any content or other materials provided by NABARD;

(vii) Modification of a Service after delivery by Service Provider to NABARD if such modification was not made by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider;

- (viii) Operation or use of some or all of the Service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (ix) Use of the Services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider; or
- (x) NABARD's failure to use any modification of the Service furnished under this Agreement and communicated in writing in accordance with the requirements of clause 'Notices' including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider.
- (xi) Service Provider will defend, indemnify and hold harmless NABARD from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any NABARD materials provided to Service Provider by or on behalf of NABARD or the access and use by Service Provider of any NABARD provided software or material.
- (xii) Provided that the provision by NABARD and the access and use by the Service Provider is in connection with Service Provider's performance of services hereunder and without breaching the terms of this Agreement.
- (xiii) The Service Provider shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep NABARD indemnified in relation thereto.
- (xiv) The Service Provider owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of this Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. All Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of this Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep NABARD indemnified in relation thereto.
- (xv) During the tenure of the Agreement, nothing shall be done by the Service Provider in contravention of any law, Acts, or rules and regulations there under, or any amendments thereof and shall keep NABARD, indemnified in this regard.
3. The Service Provider hereby undertakes that it shall forthwith on demand and without demur pay to NABARD such sum or sums that is 100% in favour of NABARD as may be claimed by NABARD as losses, damages, costs, charges or expenses by reason of such above mentioned default/ defaults on the Service Provider's part.
4. Notwithstanding anything to the contrary in these presents or in the Agreement, NABARD's decision as to whether the Service Provider has made any default/ defaults or the amounts to which NABARD is entitled by reason thereof will be binding on the Service Provider for the purpose of this Indemnity and the Service Provider shall not be entitled to ask NABARD to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be prejudiced by reason of such demand by NABARD and payment by the Service Provider under this Indemnity and the claims under the Agreement which shall be settled in accordance with the Agreement without prejudice to NABARD's rights to demand immediately under this Indemnity and the Service Provider's liability to pay the same.
5. This Deed of Indemnity shall be valid for the Agreement Period and can be renewed thereof whenever a claim as per this Deed of Indemnity arises.

Internal

6. NABARD will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the Agreement and the Service Provider shall not be released from its liability under this Deed of Indemnity by the exercise of NABARD's liberty with reference to the matters aforesaid or by reason of any time being given to the Service Provider or any forbearance, act or omission on NABARD's part or any indulgence by NABARD to the Service Provider or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on NABARD's part.

7. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee ,indemnities hereto before, given to NABARD by the Service Provider and this Indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF, the Service Provider has caused this Deed of Indemnity to be duly executed as of the day, month and year first written above.

Signed and delivered by: *Name of M/S SERVICE PROVIDER*

Place:

Date:

In the presence of

1.

2.

Appendix-5

(RECIPROCAL NON-DISCLOSURE AGREEMENT)

(To be executed on a non-judicial stamp paper of Rs. 200/- by Successful Tenderer only)

This Agreement (“Agreement”) is entered into on this day of2024 between:

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., National Bank For Agriculture And Rural Development Act, 1981 HAVING its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai- 400051 and Regional office at 11, Vipin Khand, Gomti Nagar, Uttar Pradesh, represented herein by its Authorised Signatory, Shri/Smt....., Deputy General Manager, Department of Premises, Security and Procurement, NABARD UPRO Lucknow (hereinafter referred to as "NABARD"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part.

AND

M/s....., having its registered office at represented herein by its Authorised Signatory Shri/Smt., Designation..... (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

Hereafter referred to individually as a “Party” and collectively as the “Parties”. For purposes of this Agreement, the party receiving Confidential Information (as defined herein below), shall be referred to as the “Receiving Party” and the party providing the Confidential Information shall be referred to as the “Disclosing Party”.

WHEREAS is *inter alia* engaged in the business of provision of various information technology services, consultancy and outsourcing services worldwide.

AND WHEREAS, NABARD is engaged in the activities as provided under the NABARD Act, 1981

AND WHEREAS and NABARD are in the process **Supply, Installation, Testing and Commissioning of Automatic Power Factor Correction (APFC) Panel Uttar Pradesh Regional Office, NABARD, Lucknow** as described in Scope of work mentioned in the Tender document Ref No..... dated (“Purpose”).

To facilitate such items of work, certain Confidential Information (as defined below) will be required to be shared between the Parties.

AND WHEREAS, The parties wish to protect any such Confidential Information in accordance with the terms and conditions of this agreement (the "Agreement").

NOW, THEREFORE, in consideration of receipt of Confidential Information it is agreed as follows:

A. Definition of “Confidential Information”

“Confidential Information” means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of any Party to this Agreement that:

- i. by its character or nature or by the circumstances in which it is disclosed/received/ assessed/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or
- ii. Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; or
- iii. The disclosing party considers confidential and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; concepts; software in various stages of development; designs; drawings; specifications; techniques; models; data; source code; object code; documentation; processes; procedures; know-how; marketing techniques and materials; marketing and development plans; customer names and other information related to customers, price lists, pricing policies and financial information. Confidential Information also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

B. Information not categorized as “Confidential Information”

The obligation imposed, under this Agreement, on Receiving Party shall not apply to information which:

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure.
- (b) was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party;
- (c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;
- (d) Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent source who is free to divulge such information.

C. Restriction on Disclosure

Except as otherwise expressly permitted under this Agreement, Receiving party shall not:

- (a) Disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- (b) Use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;
- (c) Commercially exploit any Confidential Information of the Disclosing Party;
- (d) Acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- (e) Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if requested to do so.

D. Permitted Disclosures

Receiving party is permitted to:

- (a) Disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving

Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that

(i) Before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Receiving Party consistent with the terms of this Agreement.

(ii) The Receiving Party shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the persons or entities receiving Confidential Information to the satisfaction of the Disclosing Party.

(iii) All such Confidential Information shall be labelled as confidential.

(b) Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement.

(c) Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

E. Effects of Unauthorized Disclosure

(a) The Receiving Party will be liable for the acts and omissions of, and any unauthorized disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.

(b) Each Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the other Party will result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, and in the event of such a breach, the other Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief.

(c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

F. Return of documents

Upon written demand by the Disclosing Party, the Receiving Party shall:

a. Return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control;

b. Destroy or have destroyed all copies received or made of the Confidential Information; and

c. Promptly thereafter provide a certificate signed by an officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

G. Term

This Agreement shall commence from the date of issue of work order unless earlier terminated in writing by both Parties. The obligations under this Agreement shall survive and continue for the period for which the work has to be completed (45 days) shall be executed.

H. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts in Lucknow, India

I. Miscellaneous

(a) No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

(b) This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.

(c) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.

(d) In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year above written.

By:
Name:
Title:

NABARD

By:
Title:
Date:

Witnesses:

1.

2.

Appendix-6
(DECLARATIONS)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No. / xxxx; Tender Title:

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

We hereby confirm that we comply with all the stipulations of Tender document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

Legal Entity of Bidder: _____

Bidder/ Agent Status: _____

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.
- (b) (including our Contractors/ subcontractors for any part of the contract):
 - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities for
 - a) offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - b) offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - c) suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- iii) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

Appendix 7 (A)

Technical Specifications:

SUPPLY Installation, connection commissioning OF 111 KVAR APFC PANEL (01 No.)				
TECHNICAL SPECIFICATION , MAKE LIST				
	Material Description	Qty.	Unit	Make
1	INCOMING			
a	MCCB 200 A 4P 36KA	1	Nos	L&T, BCH, HAGER, SIEMENS
b	Spreaders for 200A MCCB	2	Sets	L&T, BCH, HAGER, SIEMENS
c	Busbar : Electrolytic Copper Bus-Bar 250A, 500V, 50 Hz (1.6 A/SQMM) TPN insulated with heat shrinkable sleeves R Y B N.	1	Sets	Electrolytic Copper
2	METERING			
a	Phase Indication LED Lights RYB	3	Nos	ESBEE, Powermat,L&T,BCH
b	VAF Meter	1	Nos	Secure, L&T, Neptune
c	200/5 Amp C/T/ coil	3	Nos	AE/Nippen/Rishabh
d	Protection MCB : 6Amp 10KA Single pole	3	Nos	L&T, BCH,HAGER,SEIMENS
3	APFC			
a	APFC Relay 12 Stage , 3 CT Control	1	Nos	Epcos/ L&T/Neptune
b	Protection MCB : 6Amp 10KA Single pole	3	Nos	L&T, BCH,HAGER,SEIMENS
c	Auto manual Selector	1	Nos	L&T, Kaycee,Rishbah
d	Aux. Relay /Contactor	3	Nos	L&T, BCH, HAGER
e	Cooling Fan	2	Nos	Reputed
f	Timer fan Controller	1	Nos	Selec/Multispan
g	Air Filter	4	Nos	Reputed
h	DA 33	1	Nos	Nippen
i	Control Wiring : Minium 1.5 Sqmm Copper flexible FRLS Pvc insulated cable	1	Job	POLYCAB,KEI,Finolax, BCH
4	Banking-			
A	20 KVAR Bank - 2 Set.			
	MCB 63A TP 10KA C Curve	2	Set.	L&T,BCH, HAGER
	Capacitor Duty Contactor 20 KVAR 230V AC	2	Set.	,L&T, BCH, EPCOS
	ON LED	2	Nos	L&T,BCH ,Powermat
	MCB 6A SP for control	2	Nos	L&T, BCH,HAGER
	Push Button Set - ON (red), Off (Green)	2	Set.	L&T, BCH, HAGER, TNI

	Capacitor 20KVAR Heavy Duty	2	Set.	Epcos/ L&T/Neptune
B	10 KVAR Bank - 2 Set.			
	MCB 32A TP 10KA C Curve	2	Set.	L&T,BCH, HAGER
	Capacitor Duty Contactor 10 KVAR 230V AC	2	Set.	,L&T, BCH, EPCOS
	ON LED	2	Nos	L&T,BCH ,Powermat
	MCB 6A SP for control	2	Nos	L&T, BCH,HAGER
	Push Button Set - ON (red), Off (Green)	2	Set.	L&T, BCH, HAGER, TNI
	Capacitor 10 KVAR Heavy Duty	2	Set.	Epcos/ L&T/Neptune
C	7.5 KVAR Bank - 3 Set.			
	MCB 32A TP 10KA C Curve	3	Set.	L&T,BCH, HAGER
	Capacitor Duty Contactor 7.5 KVAR 230V AC	3	Set.	,L&T, BCH, EPCOS
	ON LED	3	Nos	L&T,BCH ,Powermat
	MCB 6A SP for control	3	Nos	L&T, BCH,HAGER
	Push Button Set - ON (red), Off (Green)	3	Set.	L&T, BCH, HAGER, TNI
	Capacitor Bank 7.5 KVAR Heavy Duty	3	Set.	Epcos/ L&T/Neptune
D	4 KVAR Bank - 4 Set.			
	MCB 16A TP 10KA C Curve	4	Set.	L&T,BCH, HAGER
	Capacitor Duty Contactor 4 KVAR 230V AC	4	Set.	,L&T, BCH, EPCOS
	ON LED	4	Nos	L&T,BCH ,Powermat
	MCB 6A SP for control	4	Nos	L&T, BCH,HAGER
	Push Button Set - ON (red), Off (Green)	4	Set.	L&T, BCH, HAGER, TNI
	Capacitor Bank 4 KVAR Heavy Duty	4	Set.	Epcos/ L&T/Neptune
E	Fix Bank: 12.5 KVAR Fix with MCB 40A TP	1	Nos	Epcos/ L&T/Neptune, Hager
	ON LED	1	Nos	L&T, BCH,Powermat
5	ENCLOSURE:-			
	Indoor type free handling Floor Mounted Panel enclosure with separate compartmentalized chamber for incoming and outgoing, made with 16 SWG TATA CRCA (Frame-2.0mm Doors-2.0mm Partitions-1.6mm) sheet, complete with Surface treated with 7 Tank process, Powder coated Siemens Gray/approve colour. paint. Space for Capacitor Installation back side of Panel	1	Set	ISO 9001:2015 Certified Manufacturing Unit with 10 Years Experience in the panel manufacturing.

Appendix 7 (B)

SUPPLY Installation , connection commissioning OF 157.5 KVAR APFC PANEL (01 No.)

TECHNICAL SPECIFICATION , MAKE LIST

S.No.	Material Description	Qty.	Unit	Make
1	INCOMING			
a	MCCB 320 A 4P 36KA	1	Nos	L&T, BCH, HAGER, SIEMENS
b	Spreaders for 320A MCCB	2	Sets	L&T, BCH, HAGER, SIEMENS
c	Busbar: Electrolytic Copper Bus-Bar 400A, 500V, 50 Hz (1.6 A/SQMM) TPN insulated with heat shrinkable sleeves R Y B N.	1	Sets	Electrolitic Copper
2	METERING			
a	Phase Indication LED Lights RYB	3	Nos	ESBEE, Powermat,L&T,BCH
b	VAF Meter	1	Nos	Secure, L&T, Neptune
c	400 /5 Amp C/T/ coil	3	Nos	AE/Nippen/Rishabh
d	Protection MCB: 6Amp 10KA Single pole	3	Nos	L&T, BCH,HAGER,SEIMENS
3	APFC			
a	APFC Relay 12 Stage, 3 CT Control	1	Nos	Epcos/ L&T/Neptune
b	Protection MCB: 6Amp 10KA Single pole	3	Nos	L&T, BCH,HAGER,SEIMENS
c	Auto manula Selector	1	Nos	L&T, Kaycee,Rishbah
d	Aux. Relay /Contactor	3	Nos	L&T, BCH, HAGER
e	Cooling Fan	2	Nos	Reputed
f	Timer fan Controller	1	Nos	Selec/Multispan
g	Air Filter	4	Nos	Reputed
h	DA 33	1	Nos	Nippen
i	Control Wiring: Minium 1.5 Sqmm Copper flexible FRLS PVC insulated cable	1	Job	POLYCAB,KEI,Finolax, BCH
4	Banking-			
A	20 KVAR Bank - 5 Set.			
	MCB 63A TP 10KA C Curve	5	Set.	L&T,BCH, HAGER
	Capacitor Duty Contactor 20 KVAR 230V AC	5	Set.	,L&T, BCH, EPCOS
	ON LED	5	Nos	L&T,BCH ,Powermat
	MCB 6A SP for control	5	Nos	L&T, BCH,HAGER

	Push Button Set - ON (red), Off (Green)	5	Set.	L&T, BCH, HAGER, TNI
	Capacitor Bank 20KVAR Heavy Duty	6	Set.	Epcos/ L&T/Neptune
B	10 KVAR Bank - 3 Set.			
	MCB 32A TP 10KA C Curve	3	Set.	L&T,BCH, HAGER
	Capacitor Duty Contactor 10 KVAR 230V AC	3	Set.	,L&T, BCH, EPCOS
	ON LED	3	Nos	L&T,BCH ,Powermat
	MCB 6A SP for control	3	Nos	L&T, BCH,HAGER
	Push Button Set - ON (red), Off (Green)	3	Set.	L&T, BCH, HAGER, TNI
	Capacitor Bank 10 KVAR Heavy Duty	3	Set.	Epcos/ L&T/Neptune
C	5 KVAR Bank - 3 Set.			
	MCB 16A TP 10KA C Curve	3	Set.	L&T,BCH, HAGER
	Capacitor Duty Contactor 5 KVAR 230V AC	3	Set.	,L&T, BCH, EPCOS
	ON LED	3	Nos	L&T,BCH ,Powermat
	MCB 6A SP for control	3	Nos	L&T, BCH,HAGER
	Push Button Set - ON (red), Off (Green)	3	Set.	L&T, BCH, HAGER, TNI
	Capacitor Bank 5 KVAR Heavy Duty	3	Set.	Epcos/ L&T/Neptune
D	Fix Bank: 12.5 KVAR Fix with MCB 40A TP	1	Nos	Epcos/ L&T/Neptune, Hager
	ON LED	1	Nos	L&T, BCH,Powermat
5	ENCLOSURE: -			
	Indoor type free handling Floor Mounted Panel enclosure with separate compartmentalized chamber for incoming and outgoing, made with 16 SWG TATA CRCA (Frame-2.0mm Doors-2.0mm Partitions-1.6mm) sheet, complete with Surface treated with 7 Tank process, Powder coated Siemens Gray/approve colour. paint. Space for Capacitor Installation back side of Panel	1	Set	ISO 9001:2015 Certified Manufacturing Unit with 10 Years Experience in the panel manufacturing.

Note:

a) **During the course of execution of said work any other defect/ repair work/ extra work, not included in scope of work is observed by the contractor, is to be communicated to this office in writing.**

- b) The passenger lifts in the buildings will not be given for transportation/carriage of materials/debris of work.
- c) The quoted rate shall be workable and inclusive of all material and labour cost as well as contractor profit, overheads/Income Tax as applicable, but exclusive of GST.
- d) 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 SGST/CGST amounts payable. Any changes in GST rate prevailing shall be applicable on the quoted rates.
- e) The tenderers should visit site and assess site conditions and scope of work before quoting the rates.
- f) All the measurements of the work shall be recorded on Measurement Book at site, jointly by the contractor and NABARD representative.
- g) The GST applicable for the captioned work shall be applicable as per SAC Code 995419.
- h) The L-1 agency will be decided based on total amount quoted for the work in the Price Bid.
- i) The contractor has to quote for all the items of the tender. Incomplete tenders will be rejected.
- j) The contractor shall mention the name of their representative with his technical qualifications who would be overseeing and interacting with NABARD on daily basis and will complete work mentioned in the tender document, if the tenderer is not available anytime during the completion of this tender.

DECLARATION BY THE CONTRACTOR

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

Place: (Signature of the Tenderer)
Date: Name and Seal:

Part II

Format for PRICE BID/Bill of Quantities

Sl. No.	Item Description	Qty	Unit	Rate in Rs (Excl. GST)	Amount in Rs (excl. GST)
Part-A	SUPPLY PORTION				
1	Supply, Installation, connection, commissioning of 12 Stage Automatic Power factor correction Panel of 111 KVAR APFC Panel, Consisting of Incoming MCCB 200 Amps-3 Pole-36KA, Adjustable Thermal & Fixed Magnetic, 12 Stage, 3 C.T. Control APFC Relay, Capacitor duty contactor each with Delta Connection, Super Heavy Duty Cylindrical Capacitor Complete as per technical specification attached. & IEC 61921 with all respect as required	01	Nos.		
2	Supply, Installation, connection, commissioning of 12 Stage Automatic Power factor correction Panel of 157.5 KVAR APFC Panel, Consisting of Incoming MCCB 320 Amps-3 Pole-36KA, Adjustable Thermal & Fixed Magnetic, 12 Stage, 3 C.T. Control APFC Relay, Capacitor duty contactor each with Delta Connection, Super Heavy Duty Cylindrical Capacitor Complete as per technical specification attached. & IEC 61921 with all respect as required	01	Nos.		
GST (In Rs)					
Total PART-A Incl. GST					
Part-B	BUY BACK PORTION				
1	Buy back Price of Existing old 2 numbers of 150 KVAR APFC Panels	02	Nos.		
Total PART-B Excluding GST					
TOTAL (PART -A) - PART -B (Excluding. GST) (Total Supply Amount on FOR destination incl. of GST) – (Total Buyback Amount Excluding. of GST)				Bid amount To be Quoted online, only on CPPP Portal	