



**NATIONAL INSTITUTE OF BANK MANAGEMENT
PUNE**

*** e-Tender ***

For

Landscape Development Work (Civil & Electrical)

Near EDP at NIBM Campus, Pune

(Ref No. NIBM/e-Tender-06/2024-25 dated December 31, 2024)

2024 – 2025

National Institute of Bank Management (NIBM)
NIBM Post Office, Kondhwe Khurd,
Pune – 411 048

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NOTICE INVITING TENDER

National Institute of Bank Management (NIBM) was set up in 1969 by the Reserve Bank of India (RBI), in consultation with the Government of India as an apex level Institute for Training, Consultancy and Research in Banking Industry. The Institute has a self-contained campus with complete residential and educational facilities in Pune and is in the process to empanel service providers for its various requirements.

The Institute is inviting **Percentage Rate** e-Tenders for "**Landscape Development Work (Civil & Electrical) Near EDP at NIBM Campus, Pune**" from reputed firms. Two-bid System (Separate Technical Bid and Financial / Price Bid) shall be adopted for this tender.

The terms and conditions for tender are as mentioned below:

1. The details of tender notification can be downloaded from the home page - <https://www.tenderwizard.com/NIBM> under the heading "*Tender of NIBM*".
2. New vendors must obtain the user-id and password to take part in the tender process by clicking the "*Enrolment*" link on the homepage of the website. The one-time vendor registration fee of Rs.500/- has to be paid to Tender Wizard by using the provided e-Payment link. Supported modes of payment are Credit Card, Debit Card and Internet Banking. Vendor Registration is valid for 1 year.
3. For further details/help on e-Tender participation, please contact Tender Wizard on:
 - 1.Telephone: 080 - 40482100 (Bangalore) & Sanjay KC – Pune - Mumbai & Maharashtra (09665721619), Email: sanjay.kc@etenderwizard.com.
 - 2.Other Support Email IDs: harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, abhishek.ps@etenderwizard.com.
4. The tender document can be downloaded from NIBM's e-Tendering website <https://www.tenderwizard.com/NIBM> by paying Rs.500/- using the online payment gateway provided on the above website.
5. **It is works contract. There is no EMD & Tender cost exemption on account of MSME.**
6. The offers are invited from reputed and experienced individuals/firms/agencies/ companies, preferably having similar type work experience in Govt. Institute/Banks/PSU/Educational Institute etc. with sound financial background having valid licenses/sanctions and experience in this field for a minimum period of five years along with institutional/organizational performance report.
7. For any clarification on the tender terms & conditions, scope of work etc. (Annexure I to IV) in respect of the subject tender, please contact Junior Engineer/Estate-cum-Security Officer, NIBM - 020 69046100/ 69046107.
8. It is mandatory for all prospective bidders to undertake a site visit before submitting their bids. The purpose of the site visit is to provide the bidders with a comprehensive understanding of the site requirements and the conditions that may affect the execution of the work. (Submit Form-III)
9. Failure to undertake a site visit and submit form-III may result in the automatic rejection of the submitted bid.
10. All bidders are requested to check our e-tender website regularly for any update/corrigendum, etc. with respect to this tender. No separate / individual notification will be made in such cases.
11. This notice inviting tender shall form a part of the contract document.
12. Tenders should be submitted only through e-Tender portal. Vendor must obtain the Tender Acknowledgement copy as a proof of his successful submission.

13. The important dates for the tender process are as follows:

Sr.	Activity	Date
(i)	Date of Tender Notice	December 31, 2024
(ii)	Submission of Online Pre-bid Queries, if any, by the vendors	January 06, 2025 up to 17:00 hrs.
(iii)	Pre-Bid Meeting (Mandatory)	January 08, 2025 at 11:00 hrs.
(iv)	Issuance of Addendums / Clarifications on queries if any raised by vendor in Pre-Bid Meeting	January 10, 2025 at 13:00 hrs.
(v)	Last date for Tender Submission	January 14, 2025 at 17:00 hrs.
(vi)	Date and Time for Opening of Bid	January 15, 2025 at 11:00 hrs.

14. The Director, NIBM, Pune reserves the right to award contract for the above services either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders without giving any notice or assigning any reason, and is not bound to accept the lowest tender or any tender, it may receive. Incomplete or conditional offers will not be accepted. The decision of the Director, NIBM, Pune, in this regard shall be final and binding on all.

15. In the event of any dispute arising in the matter, the decision of the Director, NIBM shall be final and binding on both parties.

Thanking you

Yours faithfully

Chief Administrative Officer

Enclosures:

- Tender Annexures I to V
- Bid forwarding letter Annexure V with formats
 - o Technical Bid - Part- I to III
 - o Financial Bid - Part- IV
 - o Appendix – 1 to 3

SECTION – 1
ELIGIBILITY CRITERIA FOR TENDERERS

1. **On-line percentage rate e-Tenders are invited on behalf of National Institute of Bank Management Limited for Landscape Development work near EDP at NIBM Pune.**
2. The Tenderer should have the minimum experience of Five years as on November 30, 2024 in the similar type of Work/services, out of which three years' experience should be for any Public Sector Undertaking (PSU), Govt. Organization, educational institution like college, university, or any other commercial training centers, etc. The tenders of those Tenderers who lack this experience are liable for rejection.
 - 1.1 Financial Criteria: -
 - a) The bidder should have had average annual financial turnover of Rs. 30 lakhs on works during the immediate last three years ending 31st March 2024 (For the financial year 2023-24 provisional certificate issued by the CA).
 - b) Profit / Loss: -

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last three consecutive balance sheets.
 - c) Similar type of work- One similar completed works costing of value not less than 10 lakhs
OR
Two similar completed works costing each of value not less than 5 lakhs.
3. The tenderers will have to pay Rs.500/- for Tender Form (Non-refundable) and the Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand only). This payment is to be made through online payment gateway provided on NIBM's e-Tendering Website.
4. The bidder should not have been barred/blacklisted by the Public Sector Undertaking (PSU), Govt. Organization, or any other institute, etc., from participating in any tender, and the bar subsists as on the Bid Due Date, such bidder would not be eligible to submit the BID.
5. Only Tenderers who are fulfilling above criteria shall participate in the e-tendering process. The Tender Document consists of Techno-Commercial Bid. The Tenderer shall go through the tender documents before submitting the BID.
6. Tenderer/s shall keep his / their offer valid for a period of at least 60 days from the date of opening of the tender. If any Tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer, the EMD is liable to be forfeited.
7. The National Institute of Bank Management (NIBM) reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.

SECTION 2
TENDER DOCUMENTS AND ATACHMENTS

1. Content of Tender documents: The following documents shall constitute the Contract Document:
 - 1.1 Notice Inviting Tender.
 - 1.2 General Conditions of Contract.
 - 1.3 Special Conditions of Contract.
 - 1.4 Form of Tender, submitted by the Contractor.
 - 1.5 Detailed item specifications/BOQ.
 - 1.6 Drawing submitted with the tender.
 - 1.7 Letter accompanying the tender, (if any).
 - 1.8 Letter of Acceptance of the tender or Work Order issued to the Contractor by the NIBM.
 - 1.9 Correspondences (if any) between the parties here to after submission of the tender till completion of work.
 - 1.10 Further drawings and / or instructions issued by the Junior Engineer/Estate Officer/ NIBM from time to time relating to the Works.

2. The tender procedure and contract terms are prescribed in tender document (From Section-1 to Section 5). In addition to invitation of tender, the tender document includes the other various documents as given in table of contents at clause 1 above.

3. The tenderer is expected to examine all instructions, terms and conditions, specifications, forms and annexures etc. as mentioned/enclosed in tender document. Failure to furnish all information required in tender document or submission of tender not substantially responsive to tender document in every respect will be at tenderer's risk and is likely to result in out-right rejection of the tender.

4. Information required with the proposal:

- i) The Technical Bid along with supporting documents is to be submitted are as below:

(i)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney / other relevant documents.
(ii)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(iii)	Credit-worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.

- ii) No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate uploaded documents.
- iii) While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful tenderer, formal agreement shall be signed thereafter with the successful tenderer on non-judicial stamp paper of requisite value as per the Proforma of Articles of Articles of Agreement.
- iv) The tender shall be accompanied by a certified true copy of Power of Attorney in favour of the signatory to the tender documents. If the tender is submitted on behalf of a firm, it must be signed either by all partners or a person holding a valid power of attorney from all partners constituting the firm. The person signing the tender on behalf of another partner(s) or on behalf of a firm on Company shall attach with the Tender a proper Power of Attorney duly executed in his favour by such other person(s) or by all the partners in accordance with the Constitution of the Company / Articles of Association, stating that he has the authority to sign on behalf of such other person(s) of the firm or the Company as the case may be, in all matters pertaining to the contract including the Arbitration Clause.
- v) The tenderers can submit the scan copy of the same on the online portal.
- vi) Every Contractor shall furnish along with the tender the latest Income Tax Clearance Certificate without which this tender is likely to be rejected.
- vii) Tenders containing errors are liable to be considered non-bonafide at the discretion of the Director, NIBM.

5. Clarification of Tender document:

Any prospective tenderer requiring any clarification on the tender terms & conditions, scope of work etc. (Annexure/ Section 1 to 5) in respect of the subject tender, please contact Junior Engineer/Estate-cum-Security Officer, NIBM - 020 69046100 / 69046107.

6. Amendment in Tender document:

At any time prior to the due date for submission of the tender or even prior to the opening of the financial bid, NIBM may for any reason, whether at its own initiative or as result of a request for clarification/ suggestion by a prospective tenderer, amend the tender document by using a notice.

- 7. Pre-Bid meeting** shall be held in the Admin Block, NIBM, Pune, Maharashtra at 11:00 AM on 8/01/2025 to clear the doubts of intending bidders, if any bidder should send by email all their queries, before pre-bid meeting, latest by 5:00 p.m. on 06/01/2025 to purchase@nibmindia.org/eso@nibmindia.org The modifications may be uploaded on the website, if felt necessary by the NIBM.
- 8. The amendments** will be notified on the website at least 3 days before the proposed date of submission of the tender. NIBM will bear no responsibility or liability arising out of non-receipt of the information in time or otherwise. If any amendment is required to be notified within 3 days of the proposed date of submission of the tender, the last date of submission shall be extended for a suitable period of time.

All the notices related to this tender which are required to be published shall be uploaded on <https://tenderwizard.com/nibm> and on <https://www.nibmindia.org>.

SECTION 3

PREPARATION AND SUBMISSION OF TENDER

1. Language of Tender:

The Tender prepared by the tenderer along with all the related documents shall be in English. Any printed literature/attachment furnished by the tenderer may be in another language. All the correspondence between tenderer and NIBM shall also be in English. The Bid forwarding letter.

2. Type of Tender:

- 2.1. **Percentage Rate:** In Percentage Rate Tenders, contractor shall fill up the usual format file provided online in Financial Bid, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at **Form-III**, he will be willing to execute the work. The tender submitted shall be treated as invalid if: -
- 2.2. The contractor does not quote percentage above/ below on the total amount of tender or any section/ sub head of the tender.
- 2.3. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/ sub head of the tender.
- 2.4. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/ sub head of the tender.

3. Earnest Money and Security Deposits:

- 3.1 Earnest Money Deposit of R. 20,000/- (Rupees Twenty Thousand only). deposited with NIBM through online payment gateway provided on the NIBM's e-Tendering web site.
- 3.2 The earnest money may be forfeited:
 - a. If a tenderer withdraws his tender during the specified period of validity of offer.
 - b. If the successful tenderer fails to sign the contract agreement within stipulated time period.

The earnest money of the successful lowest tenderer shall be released at the time of signing of agreement with NIBM.

4. **The Security Deposit** of 5% of Accepted Tender Value will retained with the Institute and refunded to the Tenderer after 12 months from satisfactory completion of work and handover of site to the institute. No interest shall be paid by NIBM on the amount of Security Deposit

5. FORMATS SIGNING, UPLOADING OF TENDER DOCUMENTS:

- 5.1. The Tender Document consists of Techno-Commercial Bid. The Tenderer shall go through the Technical Bid before submitting the Tender.
- 5.2. Any terms and conditions proposed by the tenderer in his technical bid which is not in accordance with the terms and conditions of the tender documents or any financial conditions, payment terms, rebates etc. mentioned in financial bid shall be as considered as conditional tender and will make the tender invalid.
- 5.3. Tender must be received by till the date and time of submission as specified in tender document.

6. **Technical Bid:** Technical Bid should be accompanied by payment of Rs.20,000/- (Rupees Twenty Thousand only) towards Earnest Money Deposit (EMD) to be deposited with NIBM through online payment gateway provided on the NIBM's e-Tendering web portal. No exemption from EMD payment shall be granted.

- 6.1.1 Interested contractor/vendors who satisfy the qualifying criteria should apply with the complete details.
- 6.1.2 All the Annexures, attachment/Forms in the prescribed formats should be filled/attached along with the all supporting documents like copies of latest ITR filed, list of work completed/in hand with their details during las 5 years, work completion certificate, list of tools and personnel available, details of registration/empanelment with different institutions, financial turnover, Bank Solvency certificate etc.
- 6.1.3 **Mandatory Documents to Be Scanned and Uploaded**
 - 2.1. Copy of receipt of deposition of original EMD.
 - 2.2. GST registration Certificate
 - 2.3. Certificates of Financial Turnover from Chartered Accountant as per Form A.
 - 2.4. Banker's certificate/Net Worth Certificate.
 - 2.5. List of eligible similar nature of works completed as per Form/Annexure
 - 2.6. Projects under execution as per Form/annexure
- 6.1.4 Copy of Enlistment Order and certificate of work experience and other documents as specified in the eligibility criteria shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.
- 6.1.5 The contractors are required to attach the requisite satisfactory (proof) documents towards pre-qualification, along with their application. Failure to submit the same may result into rejecting the application. NIBM reserve right to cross check the information furnished and may obtain confidential report from their previous clients. NIBM reserve the right to reject any or all applications at any stage without any reason, thereof.
- 6.1.6 After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

7. Financial Bid

- 7.1. The percentage (%) rate shall be quoted as per commercial bid format considering basic rate, taxes and total rate inclusive of all taxes in prescribed column.
- 7.2. The percentage (%) rate above or below shall be accordingly amended except that there shall be no rectification of any errors, omissions, or wrong estimate, in the prices inserted by the contractor in the schedule of quantities.
- 7.3. Corrections, which are not attested, may entail the rejection of the tender. The % rates quoted should be quoted both in figures and words in the columns specified.
- 7.4. The percentage (%) rates quoted in the tender shall include cost of all materials, labour and all charges, scaffolding, electric charges, temporary plumbing, cost of cisterns, hire for any tools and plants, shed for materials, marking out and cleaning of site, watering, curing all cement work, concrete as mentioned in the specifications, complete in all respects besides sanitary facilities for employees & workmen of contractor, site office & daily regular housekeeping & safety measures. The rates quoted in the tender shall be treated as rates for finally completing the item of work.
- 7.5. The percentage (%) rates quoted shall be deemed to be for the finished work to be measured at site. Contractors must include in their rate transportation of materials to site, GST, sales tax, excise duty, octroi and any other tax and duty etc.

SECTION 4

TENDER OPENING AND EVALUATION

The bid submitted shall be opened on scheduled date and time as mentioned in Tender Notice.

Procedure of opening of shall be as under:

1. **Technical Bid:** Same shall be opened by NIBMs Evaluation Committee at the date and time mentioned in "Invitation of Tender". The suitability of offers and content examined by committee in detail.
 - 1.1. Tenderers or their authorized representative who may wish to be present, may attend the opening of the technical bids whereas financial bids by only those who are found eligible in technical bids.
 - 1.2. If any tenderer declares or files misleading statement, misrepresentation then he will be disqualified from the process of selection.
 - 1.3. In the event of any of the documents found fabricated/ tempered/ forged/ altered/ manipulated/ false during the evaluation of bid at any stage, it will lead to rejection of the bid and forfeiture of EMD of the tenderer. NIBM reserve its rights to disqualify the tenderer and to blacklist/ debar for future participation for the next five years.
2. **NIBM will prepare merit list of eligible tenderers according to their marks of technical evaluation of Bid.**
 - 2.1. Minimum 35 marks out of 50 marks allotted for technical criteria evaluation.
3. **Financial Bid opening and award of work:**

Bidders who qualify technical evaluation will only be considered for evaluation of Financial Bid.

 - 3.1. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
 - 3.2. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
 - 3.3. If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Tender Evaluation Committee and the lowest contractors those have quoted equal amount of their tenders.
 - 3.4. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.
 - 3.5. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
 - 3.6. The officials of NIBM may conduct site visit at the work place of tenderers on suitable dates for verifying the present infrastructure, quality of work, quality of services and spot feedback from the concerned employer.
 - 3.7. NIBM reserves right to select a tenderer on the basis of above-mentioned criteria from out of the successful bidders as per merit list of the above.

4. **Award of Work:** Prior to expire of validity period of offer, NIBM will notify the successful tenderer by registered letter/email that his tender has been accepted.

Complete work shall ordinarily be awarded to the lowest tenderer only.

- 4.1. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 7 days from the stipulated date of start of the work, sign the agreement and contract consisting of:
- 4.2. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading there to.
- 4.3. In the event of any of the documents found fabricated/ tempered/ forged/ altered/manipulated/false in the bid even after the award of the contract, it will lead to termination of the contract, forfeiture of EMD or Performance Security/ Security Deposit whichever is available at the time of termination. NIBM reserve its rights to disqualify the tenderer and to blacklist/ debar for future participation for the next five years.
- 4.4. **Contract Agreement:** Before placement of work orders, an agreement shall be signed between NIBM and the lowest successful tenderer/bidder. The respective tenderer shall pay all the expenses of stamp duties and other requirements for signing the agreement/formats/annexure etc. Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 4.5. The denial of the lowest tenderer/bidder to undertake the whole work shall be treated as breach of contract and NIBM may forfeit the EMD/Security amount deposited by him.
- 4.6. In case the contractor fails to submit the requisite Performance Guarantee even after the period specified/ from the date of issue of letter of acceptance, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender for that work.

SECTION -5
TERMS AND CONDITIONS OF CONTRACT
A) GENERAL CONDITIONS OF CONTRACT:

1. DEFINITIONS:

- 1.1 The contract document shall consist of the various documents listed under Section 2 under Tender Documents above.
- 1.1 The “Employer” means National Institute of Bank Management, its authorized agencies and assignees.
- 1.1 The “Bid (s)” shall mean the technical and financial bid (proposal) submitted by the Bidder in response to this tender inviting notice.
- 1.1 The “Bidder (s)” shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the tender.
- 1.2 The “NIBM” shall mean Director or his representative of Indian Institute of Bank management, having its Office at Kondhwa Khurd, Pune, and shall include their legal representatives, assigns or successors. They are treated throughout the Contract document as if each were of the singular number and masculine gender.
- 1.2 The “Engineer/Officer” means any person or party appointed from time to time
- 1.2 The “Contract” shall mean the contract agreement, General Conditions of Contract, Special Conditions of contract, the Employer’s requirements, the Bid, Instructions to Bidders and the further documents (if any), which are listed in Contract Documents and agreements.
- 1.5 The term “Successful Bidder” shall means the Bidder declared technically and financially successful by NIBM for the project and with whom the Contract agreement shall be signed.
- 1.2 The “Contract agreement” shall mean the agreement to be signed between successful Bidder and Employer for the execution of project.
- 1.3 The “Contractor” shall mean the Firm/Person (whose tender has been accepted by NIBM) and shall include his legal representatives, successor in interest and assignees.
- 1.4 The term “Sub-Contractor”, as employed herein, includes those having a direct contact with the Contractor and it includes one who furnishes materials worked to a special design according to the plans or specifications of the work but does not include one who merely furnishes materials, not so worked. Anyone doing work on a piece rate basis shall be deemed a Sub-Contractor.
- 1.5 The “Site” shall mean the site of the Contract Works including any building and erections thereon and any other land allotted by the NIBM for Contractors’ use.
- 1.5 The term “Work” of the Contractor or Sub-Contractor includes labour or material or both.
- 1.5 “Written Notice” shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- 1.5 “Security Deposit” shall mean the amount to be paid by successful bidder as per clause
- 1.5 “DLP” (Defect Liability Period) means the period for correcting defects in the execution of works as specified in the scope of work for the project.
- 1.7 All the time limits stated in the Contract Document are the essence of the Contract.
- 1.8 The law of the place of work shall govern the construction under this contract.
- 1.9 The “Date of Virtual Completion” of the Work or specified portion of the work is the date when construction is sufficiently completed, in accordance with the Contract Documents as modified by any change or variation order agreed to by the parties, so that the NIBM can

take over such completed work and occupy for the intended use of that portion, as per certificate issued by Junior Engineer/Estate Officer.

2. ABBREVIATION OF THE WORDS USED IN TENDER DOCUMENT:

SOR	=	Schedules of Rates
PPC	=	Pozzolana Portland Cement
RMC	=	Ready Mixed Concrete
OPC	=	Ordinary Portland Cement
PQC	=	Pavement Quality Concrete
WBM	=	Water Bound Macadam
WMM	=	Wet Mix Macadam
DBM	=	Dense Bituminous Macadam
DPC	=	Damp Proof Course
CC	=	Cement Concrete
RCC	=	Reinforced Cement Concrete
DLC	=	Dry Lean Concrete
MT	=	Metric Tonne

3. The contracting party whether it be a Proprietor / Individual, Partnership firm, Company / Corporation, Society, they shall be, for the purpose of this contract, be known as “the Agency” and the National Institute of Bank Management shall be known as “Institute”.
4. The Agency must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters appertaining thereto.
5. Immediately, on receipt of intimation from the NIBM the acceptance of tender, the successful Agency will execute the work as per the Estate Departments instructions and the written acceptance of the tender will constitute a binding contract between NIBM and the firm so tendering. It will be the responsibility of the Agency to thoroughly examine the existing development work in all respects before taking over. Once taken over it will become the sole responsibility of the Agency to guarantee completion and effective maintenance of the infrastructure.
6. The Agency and the Institute shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the jurisdiction of Pune. The resultant contract will be interpreted under Indian Laws.

7. STATUTORY COMPLIANCE BY THE AGENCY

- 7.1. The Agency should obtain the requisite license for running the establishment from authorities such as Municipality, Local Authority, State / Central Government Departments. etc. at its' own cost. The Institute shall not be responsible in any way for any breach of these rules and regulations by the Agency.
- 7.2. The Agency shall comply with all the statutory requirement in respect of engaging the personnel, their service condition, rules and regulation and all liabilities under the various labour law and other statutory obligations like PF, ESIC, Bonus, workmen's compensation, gratuity and also comply with the provisions of Minimum Wages Act, Payment of Wages Act etc. shall be that of the Agency, and Institute shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
- 7.3. The Agency has to enclose certified copy of Tax Challan, PAN Card No. Income tax as applicable from time to time will be deducted while making every payment. GST or any other tax will be the responsibility of the Agency. Bill should be tax invoice. It will have to comply with KYC (Know your Customer Document).

- 7.4. The Agency shall also be liable for depositing all taxes, levies, Cess, etc. on account of services rendered by it to the Institute to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 7.5. In case, the Agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Institute is put to any loss / obligation, monetary or otherwise, Institute shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

8. LABOUR:

- 8.1. The Institute shall be indemnified from all the liabilities, what so ever created under the Workmen Compensation Act/ESI Act in respect of any injury suffered by the worker employed by the Agency or resulting in death/fatal accident, etc.
- 8.2. The Agency has to strictly follow the provisions of Payment of Wages Act 1936 and the rules made there under and further the Agency shall strictly adhere to the provisions of The Minimum Wages Act-1948 and the rules made there under from time to time revising the wages payable to the workmen.
- 8.3. It shall be the responsibility of the Agency to meet transportation, food, medical and any other requirements in respect of the workers engaged by it (Agency) at NIBM, PUNE and Institute shall have no liabilities in this regard.
- 8.4. The Institute shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- 8.5. The Agency shall not employ any person below the age of 18 years.
- 8.6. The Agency shall be responsible for the compliance with the provisions of the hours of the employment regulation in respect of the staff employed by him in the manner decide upon by the appropriate authority.
- 8.7. The Agency shall fully indemnify the Institute against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provision of any of the labour laws to the extent they are applicable to the establishment / work at Institute premises.
- 8.8. The Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to workers engaged by them. Institute shall, in no way, be responsible for settlement of such issues whatsoever.

9. SITE FACILITIES AND CO-OPERATION

- 9.1. The Agency shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Agency to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and the Institute's property.
- 9.2. The Agency shall ensure that the employees engaged in Repair and Renovation work activities in the premises shall, while working, take all reasonable care in handling the internal as well as external items and the Agency shall be solely responsible for the safety and security of all such fixtures and equipment and installations. If it is found that any such items of fixtures, equipment and installations are damaged and or missing due to the negligent of the employees of the Agency, the Agency shall take the responsibility of making good the same failing which, the Institute reserves its' right to impose penalty to the extent of damage assessed and the amount of such penalty shall be recovered from the monthly payments of the Agency.
- 9.3. It shall be the responsibility of the Agency to ensure that switches of all electrical appliances such as lights, fans, etc. are put on and off properly at the areas while doing maintenance

activities. If at any time, it is found that the staff of the Agency entrusted for doing the job is negligent leaving the electrical switches of fans, lights etc. on and the doors were closed resulting into wastage of energy, the Agency shall be imposed with a penalty as may be assessed in this regard.

9.4. **Site protection and Cleaning:** The Contractor shall protect and preserve the work from all damage or accident providing any temporary cover or protection as required by the NIBM/Junior Engineer/Estate Officer. This protection shall be provided for all property adjacent to the site as well as on the site.

9.5. **Storage of Materials:**

The contractor shall provide, erect, maintain and remove after completion of the works, proper temporary sheds for the storage and protection of the materials etc. and also for the execution of work which may be prepared on the site. It will be the responsibility of the Agency to store the materials purchased by them if any, are kept in safe custody and they shall keep a proper record of its' receipts, stock, and disposals etc. which shall be subject to inspection & verification by the authorized representative of the Institute.

9.6. It will be the responsibility of the Agency to store the materials purchased by them if any, are kept in safe custody and they shall keep a proper record of its' receipts, stock, and disposals etc. which shall be subject to inspection & verification by the authorized representative of the Institute.

9.7. **Equipment:** The Agency shall be responsible for taking good care of all specialized equipment, tools and tackles used for its maintenance activities. It should bring to the notice of the Institute the repair and maintenance works that are required to be undertaken from time to time. In case any damage is caused to the equipment due to the gross negligence of any of the employees of the Agency, Agency undertakes to indemnify the Institute for such damages. The amount of damages quantified at the discretion of the Institute shall be final & binding on the Agency. The Institute shall be at liberty to deduct such amount of damages from any dues payable to the Agency.

9.8. The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the Contractor shall ensure that the premises and / or site is cleaned, surplus materials debris, sheds etc removed, areas under floors cleared of rubbish, gutters and drains cleared, doors and sashes eased, locks and fastening oiled, keys clearly labeled and handed over to the Site Engineer/Site Manager so that the whole is left fit for immediate occupation or use and to the satisfaction of the NIBM Junior Engineer/Estate Officer.

9.9. All such debris & disposals shall be carried away and disposal offs such that no complaints from Govt. authorities, general public are raised.

9.10. **Sanitary Conveniences:**

The contractor shall provide and erect all necessary temporary sanitary convenience for the site staff and the workmen and maintain it every day all the times, clear away and deodorize the ground after removal.

9.11. **Security:** The Contractor shall make his own security arrangements to guard the site and works at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour. The Contractor shall extend the security arrangements to guard the materials stores and / or fixed on the premises by the Sub-Contractors.

Contractor shall submit the identity to the client /Consultant, of a person from his staff to whom this housekeeping, final cleaning & handover duties are assigned.

9.12. **Scaffolding, Staging, Guard Rails etc.:**

The contractor shall provide all necessary temporary scaffoldings, staging, platforms, guardrails, stairs etc (with sufficiently strong and adequate supports suitable for particular situations) which shall be required during constructions. The temporary access to the various parts of the works shall be rigid and strong enough to avoid chance of mishaps. The arrangement proposed shall be subject to the approval of the Junior Engineer/Estate Officer. (Contractor shall use MS pipe / Acrow material. Bamboos will not be accepted as scaffolding material.)

- 9.13. The contractor shall provide and install all necessary barricades, hoists, ladders, staging, scaffoldings, tools, tackles, plants, instruments, equipment etc and all transport for labour, materials and plant necessary for the proper carrying on execution, completion and maintenance of the work to the satisfaction of the Junior Engineer/Estate Officer / NIBM.

On completion of the work or upon premature termination of the contract for whatsoever reasons, the Agency shall promptly return to the Institute all material and equipment supplied by the Institute to it and shall discontinue use of and hand-over peaceful possession of the Institute's premises together with fixtures and articles in good condition, to the satisfaction of the Institute.

B) SPECIAL CONDITIONS OF CONTRACT

1. TYPE OF CONTRACT:

The Contract shall be an item rate Contract. The Contractor shall be paid for the actual quantity of work done, as measured at Site as per approved Contract Drawings at the accepted Contract Rates as provided in the Contract Bills.

2. **Project/Work Duration:** The work shall be commenced with effect from the date of work order or from the date of site handover and shall be allowed for a period of maximum 60 days. In case, the work is delayed beyond the period as above (i.e. of 60 days), no additional payment over the agreed fees would be paid for the balance cost of work. Undue delay shall attract penalty charges as at clause (6).

3. PROGRESS CHART

The Contractor shall prepare progress charts and submit the same for approval of the NIBM and for his record within 7 days of the award of the Contract. The charts shall indicate the "Accepted dates" of commencement and completion of each of the items of the work and shall be in a form approved by the Competent Authority. The charts shall also indicate the scheduling of samples, shop drawings and the approvals. The charts as approved will form part of the Contract.

The Agency should furnish the work schedule and progress report every week.

4. WORK COMPLETION

As soon as the works are virtually complete, the Contractor shall inform the fact to the Junior Engineer/Estate Officer / NIBM and if in the opinion of the Junior Engineer/Estate Officer the works are practically completed, he shall forthwith issue a certificate to that effect and Virtual Completion of the Work shall be deemed for all the purpose of this contract to have taken place on the day named in such certificate.

5. DAMAGES FOR NON-COMPLETION

If the Contractor fails to complete the work by the 'Date of Completion' stated in "Project Period" hereto or within any extended time fixed under relevant clause of this Special Conditions of Contract, the NIBM certifies in writing that in his opinion the work sought to have been completed, the Contractor shall pay or allow to the NIBM a sum calculated as per Penalty clause hereto as 'Liquidated Damages' for the period during which the said work shall so remain or have remained incomplete and the NIBM may deduct such damages from any monies otherwise payable to the Contractor under this contract.

6. Penalty Clause: If the work is not completed by scheduled time or if the contractor leave work in half complete stage, the liquidated damages will be charged or deducted 1.0% per week of the work order cost and the maximum to 10% value of work order. Necessary certified test reports are to be submitted after completion of work at vendor's cost.

7. EXTENSION

Upon it becoming reasonably apparent that the progress of the work is delayed, the Contractor shall forthwith (within a maximum period of seven days) give written notice of the cause of the delay to the Junior Engineer/Estate Officer's / NIBM Officials and if, in the opinion of the Junior Engineer/Estate Officer's / and or the NIBM Officials, the completion of the work is likely to be or has been delayed beyond the "Date of completion" stated in Project Duration hereto or beyond any extended time previously fixed under this clause, by virtue of-

- a. By force majeure, or
 - b. By reason of any exceptionally inclement weather, or
 - c. By reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the traders engaged in the preparation manufacture or transportation or any of the goods or materials required for the work, Excluding the delay occurred due to the strike of the workmen employed by contractors or sub-contractors or
 - d. By delay on the part of nominated Sub-Contractors or nominated suppliers which the Contractor has taken all practicable to avoid or reduce, or
 - e. By delay on the part of artists, tradesmen or others engaged by the NIBM in executing work not forming part of this contract, or
 - f. The Contractor will forfeit his claim for extension if he does not report the cause of the delay in completion date within seven days of the date of occurrence. Defect liability period shall be 1 year from the of handing over of site after successfully work completion and site clearance. The same shall be asked by contractor on beneficial occupancy of client and Consultant accordingly shall confirm the same before releasing of virtual completion certificate.s
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- #### 8. PAYMENT TERMS:
- a. No advance payment will be paid.
 - b. The Agency has to enclose certified copy of Income Tax, PAN Card No. Income tax as applicable from time to time will be deducted while making every payment. GST or any other tax will be the responsibility of the Agency. Bill should be tax invoice. Agency has to comply with KYC (Know your Customer Document Interim bill payment will be made against completed item of work.
 - c. All the payments of bills for the work shall be made online through RTGS / NTFS transfers only.
 - d. The Bill of Quantities is only probable quantities and is liable to alterations by omission, deductions or additions to any extent. Payments will be made on the actual quantities of work done at accepted unit rate.
 - e. All compensations or other sums of money payable by the Contractor to the NIBM under the terms of this contract will be deducted from the bill amounts or from the Retention Money, if the amount so permits and the Contractor shall unless such retention money has become otherwise payable, within ten days after such deductions, make good in cash the amount so deducted.
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- #### 9. Deduction for uncorrected work
- a. If the Junior Engineer/Estate Officer deems it inexpedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the Contract Sum as may be decided by the Junior Engineer/Estate Officer shall be made

- b. Either before or within a reasonable time after Virtual Completion of the work, the Contractor shall send to the Junior Engineer/Estate Officer all documents necessary for the purposes of the computations required by these conditions including all documents relating to the accounts of nominated Sub-Contractors and Nominated Suppliers.
- c. Final payment will be paid after completion of the project and 5% of total cost will be kept as security deposit against the defect liability and will be released on completion of 12 months of defect liability period

10. PAYMENT WITHHELD

The Junior Engineer/Estate Officers may withhold or on account of subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the NIBM from loss on account of:

- a) Defective work not remedied.
- b) Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour.
- c) A reasonable doubt that the contract can be completed for the balance then unpaid.
- d) Damage to another Contractor or Sub-Contractor.
- e) When the above grounds are removed, payment shall be made for amount/s withheld against of them.

11. MEASUREMENT OF WORK DONE:

- i) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.
- ii) All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
- iii) All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- iv) If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
- v) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
- vi) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.
- vii) The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise

placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up.

- viii) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
- ix) All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.
- x) All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
- xi) Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.
- xii) The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.
- xiii) The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
- xiv) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.
- xv) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

12. EXTRA ITEM:

The contractor shall bound to carry out any extra items of work as per site requirement with prior approval of the Institute's authority.

- a) Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance and written authorization obtained by the Contractor from the Junior Engineer/Estate Officer before proceeding with the work involved. If no such information is given by the Contractor in writing to the Junior Engineer/Estate Officer, such modification shall not be accepted as the basis for extra charge.
 - b) When any instruction or decision given at site involves an extra or whereby the Contractor may plan to claim an extra, it shall be the responsibility of the Contractor to inform the NIBM Junior Engineer/Estate Officer of the extra amount and get written authorization from the NIBM Junior Engineer/Estate Officer before proceeding with the work involved.
 - c) The rate for Extra Item shall be worked out in accordance with the following rules:
 - i. The rates for the extra items shall be derived from the rate of an appropriate item of similar class for which the rate already has been accepted.
 - ii. The rate for extra items shall be derived from the rate already quoted. Where the items are not specified in Bill of Quantities the rate shall be worked out with mutual discussion and with prior approval of competent NIBM authority. (Latest DSR Rates)
 - iii. Where work cannot properly be measured and valued, the Contractor shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the Contract Bills/BOQ)
 - iv. At the rates if any, inserted by the Contractor in the Contract Bills or when no such rates have been inserted, at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
 - v. Provided that in any case voucher specifying the time daily spent upon the work (and the workmen's names, if required by the Junior Engineer/Estate Officer and the materials employed shall be delivered for verification to the Junior Engineer/Estate Officer or his authorized representative not later than the end of the week following that in which the work has been executed.
13. DEVIATION: Additional work / any deviation beyond work order quantities requires prior approval of the competent NIBM authorities before execution of such work. The permissible overall deviation from the work order value is 10% and any such deviation should not be executed at site without prior approval of NIBM's authority.

The Junior Engineer/Estate Officer/NIBM Officials shall within a reasonable time make decisions on all claims of the NIBM or the Contractor and all other matters relating to the execution and progress of the work of the interpretation of the Contract Document. The Junior Engineer/Estate Officer may in his absolute discretion and from time to time issue further drawings, details and / or written instructions, written directions and written explanations in regard to:

- a) Variation or modifications of the design.
- b) The quality or quantity of works or the additions or omissions or substitution of any work.
- c) Any discrepancy in or divergence between the drawings and / or specifications.
- d) The removal and / or re-examination of any works executed by the Contractor.
- e) The dismissal from the works of any persons employed thereon.

- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under defects liability period.
- h) The removal from the site of any material therefore.
- i) Assignment and subletting.
- j) Delay and extension time.
- k) The postponement of any work to be executed under the provision of this Contract.

14. DEFECTS:

The Contractor shall make good at his own cost and to the satisfaction of the Junior Engineer/Estate Officer, all defects, shrinkages, settlements or other faults arising in the opinion of the Junior Engineer/Estate Officers from the work of materials not being in accordance with the drawings or specifications or schedule of quantities or the instructions of the NIBM/Junior Engineer/Estate Officer, which may appear within "Defects Liability Period" mentioned here and can be amended and made good by the Contractor at his own cost unless the NIBM shall decide that the amount to be paid for such amending and making good and in case of default if the incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by the NIBM or may be deducted by the NIBM upon the Junior Engineer/Estate Officers' certificate in writing from any moneys due to the Contractor a sum to be determined by the Junior Engineer/Estate Officers as equivalent to the cost of amending such work.

Defect Liability Period: Defect liability period (DLP) of the work will be 12 months from the date of actual completion of work and handing over the clear site to NIBM Pune. During DLP period, NIBM may call vendor for defect rectification without any restrictions on number of visits.

Any defects shrinkages or other faults which shall appear within the Defects Liability Period stated above and which are due to materials and workmanship not in accordance with this contract shall be specified by the Junior Engineer/Estate Officer. After receipt of such information of the defects, shrinkages and other faults therein specified shall be made good by the Contractor and entirely at his own cost.

Notwithstanding Clause above, the Junior Engineer/Estate Officer may whenever he considers it necessary to do so, issue instructions requiring any defects, shrinkages, or other fault which shall appear within the Defects Liability Period and which is due to materials and workmanship not in accordance with this contract to made good and the Contractor shall within a reasonable time after receipt of such instructions comply with the same entirely at his own cost.

Termination: The offer can be terminated either by Institute (NIBM) or Agency by giving 7 days' notice in writing informing the other party. NIBM reserves the right to terminate the contract if the work is not up to the mark.

15. SCOPE OF WORK:

The general character and the scope of work is illustrated and defined in the Bill of Quantities and attached/provided in the Drawings / the Specifications attached herewith. If the Contractor finds any discrepancy in or divergence between the Contract Drawings, Specifications and / or the Contract Bills, he shall immediately notify the Junior Engineer/Estate Officer / NIBM in writing specifying the discrepancy or divergence and the Junior Engineer/Estate Officer / NIBM shall issue instructions in this regard.

- a) The Contractor shall carry out and complete the work in every respect in accordance with the Contract and with the directions of and to the reasonable satisfaction of the Junior Engineer/Estate Officer / NIBM. The Junior Engineer/Estate Officer may, in his absolute discretion and from time to time issue further drawings, details and / or written instructions, written directions and written explanations all of which are collectively referred to as NIBMs Instructions. All such drawings and instructions shall

be consistent with Contract Document, true developments thereof and reasonably inferable there from.

- b) The Contractor is bound to carry out any items of work if such items of work are deemed necessary by the Junior Engineer / Estate Officer of NIBM for the completion of the job even though such items are not included in the Schedule of Quantities and rates. The Junior Engineer / Estate Officer will issue schedule of instructions in respect of such additional items and their quantities in writing with the prior consent in writing of the NIBM. Contractor shall forward the rate analysis in writing to Junior Engineer / Estate Officer who will review and forward the same with comments to the competent authority.
- c) 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 delay may be, including delays arising out of modifications to the work entrusted to him or in any Sub-contracts connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such other works or in procuring Government controlled or other building materials or for any other reason whatsoever and the NIBM shall not be liable for any claim in respect thereof. The Junior Engineer/Estate Officer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein and as instructed by Junior Engineer/Estate Officer/ NIBM.
- d) The contract work completion period for the tender is 60 Days as mentioned in the tender document.

16. SCHEDULE/BILL OF QUANTITIES:

The quantities given in the schedule of quantities are provisional and are meant to indicate the intent of the work and to provide a uniform basis for tendering. The NIBM, reserves the right to increase or decrease any of the quantities or to totally omit any item of work and the contractor shall not claim any extra or damages on these grounds.

The quality and quantity of work included in the Contract sum shall be deemed to be that which is set out in the Contract Bills which bills unless otherwise expressly stated in respect of any specified item, shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of building works last before issued by the Indian Standard Institution but save as aforesaid nothing contained in the contract bills shall override, modify or affect in that which is contained in any of the clauses of this General Conditions of Contract.

17. CONTRACT DRAWINGS AND DOCUMENTS

- a) After the award of the Contract, the Contractor shall be supplied two copies of all such further Specifications, Drawings and details as may be prepared by the Junior Engineer/Estate Officer / NIBM from time to time as the work proceeds and as are reasonably necessary either to explain or amplify the contract drawings or to enable the contractor to carry out and complete the work in accordance with these general conditions of contract. These Drawings/ Documents will be provided to the Contractor without any charge.
- b) All Drawings, Bill of Quantities and Specifications, including copies thereof furnished to the Contractor are the property of the NIBM. They shall not be used on any other work and shall be returned to the Junior Engineer/Estate Officer and NIBM on request upon completion or termination of the contract
- c) In general, the Drawings shall indicate dimensions, positions and type of construction, the Specifications shall indicate the qualities and the methods and the Bill of

Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the drawings, but not mentioned in the specification or vice-versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.

- d) The Contractor's work shall not deviate from the Drawings and the Specifications. The Junior Engineer / Estate Officer / NIBM representative's interpretation of these documents shall be final. Errors or inconsistencies discovered by the Contractor in the Drawings and Specifications shall be promptly brought to the attention of the Junior Engineer / Estate Officer. Local conditions, which may affect the work, shall likewise be brought to the Junior Engineer/Estate Officers' attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, the Contractor shall correct the work immediately at his own cost. The Contractor shall not carry on work except with the knowledge of the NIBMs Officer.
- e) As soon as possible after the execution of this Contract, two copies of the descriptive Schedules or other such documents necessary for use in carrying out the Work shall be supplied to the Contractor, without any charge. Provided that nothing contained in the said Specifications, Descriptive Schedules or other documents shall impose any obligations beyond those imposed by the contract document namely, the Contract Drawing, the Contract Bills, the Articles of Agreement and the General Conditions of Contract.
- f) The original Contract Document shall remain in the custody of the NIBM so as to be available at all reasonable times for the inspection of the Junior Engineer/Estate Officer or of the Contractor. Immediately after the execution of the Contract Document, one copy of the Contract Document shall be supplied to the Contractor, without any charge.

18. COMPLETION PLANS/DRAWINGS:

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services, as applicable within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

In case, the contractor fails to submit the completion plan within 10 days of completion of work or along with submission of final bill (whichever is later), he shall be liable to pay a sum **as decided by Institute** and in this respect the decision of the Officer/NIBM shall be final and binding on the contractor.

19. TOLERANCE T

- a) The Contractor shall exercise every care to ensure that all structural matters are sufficiently plumb and true to dimensions called for on the Drawings to receive prefabricated finishing elements such as doors, windows, cabinet work, ceramic work, concrete, tiles etc. Any variations may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the Drawings.
- b) In case of separate contract, the Contractor whose work does not conform to dimensions called for shall be liable for all the expenses which may have to be incurred for rectification or replacement as may be required by the Junior Engineer/Estate Officer for the proper installation of the finishing elements. The

Junior Engineer/Estate Officers' decision in this respect shall be final and binding on the parties concerned.

20. MATERIAL AND WORKMANSHIP:

- a) All materials and workmanship unless otherwise specified shall be as per the relevant code of IS specifications and other applicable codes and of approved type.
- b) The Contractor shall submit satisfactory evidence as to the kind and quality of material if required.
- c) Where special makes or brands are called for they are mentioned as standard. Others of equal quality may be used provided approval is first obtained in writing from the Junior Engineer/Estate Officers. Unless substitutions are requested, no deviation from the specifications will be permitted.
- d) The Contractor shall indicate and submit evidence in writing of those materials or articles called for in the Specification that are not obtainable for installation in the work within the time limits of the Contract.
- e) All materials shall be delivered so as to ensure speedy and uninterrupted progress of the work. Such material shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure and the Contractor shall be entirely responsible for damage or loss by weather or other causes.
- f) Within 7 days after the award of the contract the Contractor shall submit for approval of the Junior Engineer/Estate Officers a complete list of all materials he and his Sub-Contractors propose to use in the work of definite brand or make which differ in any respect from those specified, also the particular brand of any article where more than one is specified as a standard. He shall also list item not specifically mentioned in the specification but which are reasonably inferred and necessary for the completion of work.
- g) Inspection: - All materials and workmanship shall be subject to inspection, examination and test by the NIBM Junior Engineer/Estate Officers and or / any inspecting authority of the NIBM at any and all times during and / or after manufacture and / or construction. The Junior Engineer/Estate Officers and or any inspecting authority of the NIBM shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without additional charge and the Contractor shall promptly segregate and remove the rejected material from the works. If the Contractor fails to proceed at once with the replacement of rejected materials and / or the correction of the defective workmanship, the NIBM shall get such work carried out on his own and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed further with the work.
- h) The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the NIBM Junior Engineer/Estate Officers and / or the inspecting authority of the NIBM. Stage-wise review of progress / expediting at Vendors'/ Sub-Vendors' works shall be carried out by Purchaser / Purchaser's authorized representatives during the period of manufacture of these equipment's.

21. UNFIXED GOODS AND MATERIALS: Unfixed materials and goods intended for, delivered to and placed on or adjacent to the work shall not be removed except for use upon the work unless the Junior Engineer/Estate Officer/NIBM has consented in writing to such removal. Where the value of any such materials or goods as above been considered for payment of an advance to the Contractor, such materials and goods shall become the property of the NIBM.

22. ENGAGING TECHNICAL STAFF/QUALIFIED PERSONS:

- a) The Agency should have qualified engineer/s (either Diploma or BE in Engineering) and should have working experience of handling such jobs.
- b) The Contractor shall constantly keep on his work during its progress one qualified and competent Works Manager acceptable to the NIBM Junior Engineer/Estate Officer (assisted by a team of Junior Engineer/Estate Officers, Supervisors and Technicians) who will be responsible for the carrying out of the works to the true meaning of Drawings, Specifications, Schedule of Quantities and Junior Engineer/Estate Officer's instructions and directions, to the satisfaction of the NIBM Junior Engineer/Estate Officer. Any directions or instructions given to him (or to his assistants) by the NIBM Junior Engineer/Estate Officer shall be deemed to have been issued to the Contractor. Attention of the Contractor is called to the importance of requesting instructions from the Junior Engineer/Estate Officer before undertaking any work where Junior Engineer/Estate Officers' directions of instructions are required. Any such work done in advance of such instructions will be liable to be removed, at no extra cost to the NIBM.
- c) The agency will employ only those workers who are qualified and have at least two years of experience. The Agency will have to intimate the details of persons employed at Institute along with their Adhar Card and passport size photograph.
- d) The employees engaged by the contracting Agency should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.

23. JUNIOR ENGINEER/ESTATE OFFICERS'/NIBMs INSTRUCTIONS:

- i) The Contractor shall forthwith comply with and duly execute any such works comprised in such instructions issued to him by the Junior Engineer/Estate Officer/ NIBM Officials in regard to any matter for which the Junior Engineer/Estate Officer is expressly empowered by these conditions to issue instructions. Provided always that verbal instructions, directions and explanations given to the Contractor (or his work representative) by the Junior Engineer/Estate Officer shall be confirmed in writing, more particularly if involving any variation.
- ii) If within seven days after receipt of a written notice from the Junior Engineer/Estate Officer, requiring compliance with an instruction the Contractor does not comply herewith, then the NIBM may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the Contractor by the NIBM as a debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.
- iii) Upon receipt of the instruction issued to him by the Junior Engineer/Estate Officer, the Contractor may request the Junior Engineer/Estate Officer to specify in writing the provision of these conditions which empowers the issue of the said instruction. The Junior Engineer/Estate Officer shall forthwith comply with any such request and if the contractor shall thereafter comply with the said instruction, then the issue of the same shall have been deemed for all purposes of this contract.
- iv) All instructions issued by the Junior Engineer/Estate Officer shall be in writing with copy to the NIBM. Any instruction issued orally shall be with immediate effect, but shall be confirmed in writing by the Contractor to the Junior Engineer/Estate Officer.

Provided always,

- a. That if the Junior Engineer/Estate Officer within seven days of giving such an oral instruction shall himself confirm the same in writing and the said instruction shall take effect as from the date of the Junior Engineer/Estate Officers' confirmation.

- b. The Contractor shall afford the Junior Engineer/Estate Officer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither Junior Engineer/Estate Officer nor any representative of the NIBM shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, additions, alterations, deviations or omissions, or any extra work whatever except in so far as such authority may be specifically conferred by a written order of the competent authority of NIBM.
- c. The Junior Engineer/Estate Officer or any representative of the NIBM shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Junior Engineer/Estate Officer is obtained. The works will from time to time be examined by the Junior Engineer/Estate Officer and the Junior Engineer/Estate Officer or the NIBMs representative.
- d. The Contractor shall on the request of the Junior Engineer/Estate Officer immediately dismiss from the works any person employed thereof by him who may in the opinion of the Junior Engineer/Estate Officers be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the Junior Engineer/Estate Officer.
- e. The Junior Engineer/Estate Officer shall maintain a register / memo book of all verbal instructions and changes issued at site.

24. SUB CONTRACTOR AND CO-ORDINATION OF WORK:

- a) At the commencement of work, and from time to time, the Contractor shall coordinate, persons / contractor engaged on separate contracts in connection with the work and with the Junior Engineer/Estate Officer for the purpose of the co-ordination and execution of the various phases of the work.
- b) Before awarding any Sub-Contract, the Contractor shall notify the NIBM Officer in writing the names of the sub-contractors proposed for the principal parts of the work and for such other parts as the Junior Engineer/Estate Officer may direct. Contractor shall not employ any sub-contractor to whom the Junior Engineer/Estate Officer may have reasonable objection. The Junior Engineer/Estate Officer, however, shall have power to obtain estimate and select other agencies to carry out any of the work as described below
- c) The Contractor shall ascertain, with persons/contractor engaged on separate contracts in connection with the works, the extend of all chasing, cutting and forming of all openings, holes, grooves etc. as may be required to accommodate the various services, the routes of all services and the positions of all floor outlets, traps etc. in connection with the installation of plant and services and arrange for the construction work accordingly. The breaking and cutting of completed work must be avoided.

25. SEPARATE CONTRACTS

The NIBM reserves the right to engage other Contractors in connection with his work under similar general conditions. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Contractors' or Sub-Contractor's work depends for proper execution or results upon the work of any other Contractor or Sub-Contractor, the Contractor shall inspect and promptly report to the Junior Engineer/Estate Officer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractors' works as fit and proper for the reception of his work, except as to defects which may develop in the other Contractors' or Sub-Contractor's work. After the execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Junior Engineer/Estate Officer / NIBM of any discrepancy between the executed work and the Drawings.

26. ARBITRATOR:

- i. All dispute and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Director who shall state his decision in writing. The decision of the Director with respect of any of the excepted matters (referred to under clause hereinabove) shall be final and without appeal, but if the Contractor be dissatisfied with the decision of the Director on any matter, he may refer such matters in dispute be arbitrated upon by written notice within 7 days from the decision in writing communicated to contractor.
- ii. Such written notice shall specify the matters which are in dispute and such dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of a single arbitrator being Fellow of the Indian institute of Consultants. Contractor and the NIBM should agree upon single Arbitrator to be appointed. In case of disagreement as to the appointment of a single arbitrator, Arbitration will be done by a panel of two arbitrators, both being fellows of the Indian institute of Consultants one to be appointed by each party, which arbitrators shall before take upon themselves the burden of reference to appoint an umpire.
- iii. The Arbitrator, the arbitrators as the case may be shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice save in regard to the Excepted Matters (referred to in clause hereinabove) and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid.
- iv. Upon every or any such reference the cost of and incidental to the reference and award respectively shall be to the direction of the arbitrator or arbitrators, or the umpire as the case may be shall be final and binding on the parties.

APPROVED MAKE/BRAND FOR PROPOSED WORK

1. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.
2. The Contractor shall obtain prior approval from the Engineer-in charge/Estate Officer before placing order for any specific Brand/ Make of material.
3. Whenever the specified brand of material is not available then, the Engineer-in charge/Estate Officer may approve any material equivalent to that specified subject to a definite proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.
4. If the make of any item is not specified in below table then the contractor must get the make approved from Engineer-in-Charge before execution of work

I. LIST OF PREFERRED MAKES OF MATERIALS FOR CIVIL WORKS:

Sr No.	Items	Make/Brand Name
1)	Acrylic Emulsion Paint	Asian (Royale), ICI (Velvet), Berger (Luxol Silk), Nerolac (Allscapes)
2)	Aluminum Extrusions	Hindalco, Indalco, Jindal.
3)	Aluminum Sections	Hindalco, Indalco, Jindal.
4)	Calcium silicate board/tile	Aerolite, Ramco-Hilux
5)	Centrifugally Cast-Iron Pipe & Fittings	Neco, RIF, SKF, Kapilansh
6)	Ceramic/Rectified Tiles	First quality tiles of: - Kajaria, Johnson, Somany.
7)	Chequered tiles/Parking tiles	Ultra, Nitco, Raj-Tiles, Somany/ Asian Granito Tiles
8)	Epoxy Primer & Paints	Berger, Pidilite, CICO.
9)	G. I. pipes	Tata, Jindal, Swastik, Zenith
10)	M. S. Pipe	Jindal, JSW, Electro Steel, Apollo (ISI)
11)	Oil Bound Distemper	Asian (Tractor), ICI (Maxi lite), Berger (Bison), Nerolac (NAD)
12)	Plastic Connection Pipe	Parryware, Kamal Delux .
13)	R. C. C. Pipes (NP-2)	Lakshmi, Sood&Sood, Jain & Co., Nagpur Cement Product.
14)	Stainless Steel	Jindal Stainless Steel, Salem Steel
15)	Structural steel section	TATA, SAIL, RINL, Jindal.Apollo
16)	Synthetic Enamel Paints	ICI(Dulux), Asian (Apcolite), Berger (Luxol),Nerolac (NST)
17)	S S Railing	Metallica India, Stark steel Fabricator, Mobil Hardware, ICICH Industries, Essal, EP Kamat Group.
18)	Textured Exterior wall paint	Snowcem, ICI dulux, Asian.
19)	TMT Bars	SAIL, TATA STEEL LTD., RINL, JINDAL STEEL & POWER LTD., JSW STEEL LTD.
20)	Vitrified Tiles (double charge)	First quality full body tiles of, Kajaria, Rak Ceramics, Johnsons, Nitco, Asian Granito Tiles.
21)	Cement	ACC, Ultratech, Ambuja, Birla, Vikrant.
22)	Epoxy Flooring	Sika, Fosroc, Asian Paint

II. LIST OF APPROVED MANUFACTURERS FOR ELECTRICAL AND ELECTRONICS ITEMS

Details of Make and model with warranty					
Sr no.	Item	Detail	Model	Make	Warranty
1	Copper cable	1.5/2.5/4/6 sq.mm copper cable	NA	Polycab / Finolex / KEI	One-year warranty- Comprehensive
2	Switch / Socket	6amp/16amp	NA	Legrand / Honeywell	One-year warranty- Comprehensive
3	MCB/MCCB	10A/16A/32A/63A/100 A/250A/400A	NA	Siemens / Legrand / Schneider	One-year warranty- Comprehensive
4	LED Fixtures	20W/40W/60W	NA	Philip/CG/W ipro	Two-year warranty- Comprehensive
5	PVC Pipe & other accessories	20/25/32 mm	NA	Precision	One-year warranty- Comprehensive

I. MISCELLANEOUS

- Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to /sought from the Director, NIBM, whose decision in the matters shall be final and binding on the Agency. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, NIBM whose decision will be final and binding on the Agency.
- If the Dispute is not resolved through the reference made to the Director, NIBM, a reference of the same shall be made to an Arbitrator to be appointed by the Director NIBM Pune for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modification there under from time to time. There shall be no objection if the Arbitrator to be appointed is a Competent Officer of Institute in the discretion of the Director NIBM Pune.

.....
Seal & Signature of the Agency

(Scan Copy with Seal and Sign to be uploaded)

Date:

The Director
National Institute of Bank Management
NIBM Post Office
Kondhwe Khurd
Pune 411048

Dear Sir,

Sub: e-Tenders for Landscape Development work (Civil & Electrical) near EDP at NIBM Campus

Ref: Tender Notice No. NIBM/e-Tender-06/2024-25 dated **December 28**, 2024

With respect to the Tender Notice published on NIBM Website, we hereby submit our tender in the required forms after carefully understanding all the terms and conditions of the tender/ contract as mentioned herein.

We have understood the terms and conditions and accept the same without any alterations/modifications. We agree to adhere to the requirements of work as prescribed by NIBM, Pune. We understand that NIBM is not bound to accept the lowest or any tender received by the Institute.

We declare that presently our firm is not blacklisted/ineligible for corrupt/fraudulent practices by any Central/State Government departments. All information given/declarations made in our tender are correct. We will ensure that all necessary rules & regulations of the Institute are complied with under all circumstances.

Thanking you

Yours faithfully

Signature of Authorized Person

Seal of Bidder/Agency/Firm/Company

Enclosures:

1. Technical Bid - PART – I to III with Form I and II
2. Financial Bid - PART – IV with Annexure - IV

(To be executed by the Contracting Agency on a Non-Judicial Stamp Paper of ₹.500/-, as per the draft)

AGREEMENT

Agreement made at Pune on ----- between National Institute of Bank Management, Kondhwe Khurd, NIBM P.O., Pune – 411 048 hereinafter called 'Institute' represented by the Chief Administrative Officer, Authorized Representative, on the one part and M/s. -----

-----address -----

-----, hereinafter called the 'Agency' (Which expression shall be deemed to include his / their representative heirs, assigns, executors. etc.) represented by its Director Shri. -----

----- address ----- on the other part.

Whereas the Agency has agreed to perform all the jobs/services set forth in the tender document and its' annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing the contract annexed.

In consideration of the payment to be made by the Institute, the Agency shall duly perform the work set forth in the tender documents and its annexure and shall execute the same with great promptness, care and diligence in a prudent manner to the satisfaction of the Institute and will carry out the performance in accordance with the terms and conditions of contract with effect from ----- to ----- and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein) and the Institute hereby agrees that if the Agency observes and honours the said terms and conditions of the contract, the Institute will pay or cause to be paid to the Agency for the performance, on the completion thereof, the amount due in respect thereof at the rates accepted.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SET THEIR HAND TO THIS AGREEMENT AT PUNE ON THE DAY, MONTH AND YEAR WRITTEN FIRST ABOVE.

WE HAVE CAREFULLY READ EACH AND EVERY WORD OF THIS AGREEMENT AND HEREBY AGREE TO EXECUTE THE CONTRACT ACCORDINGLY.

Chief Administrative Officer
National Institute of Bank Management

M/s. _____.

WITNESS:

WITNESS:

1) _____

1)

2) _____

2)

INDEMNITY BOND
(On ₹.500/- Stamp Paper)

FOR REPAIR AND RENOVATION WORK FOR SETTING UP 'NIBM-CCIL LAB' AT NIBM CAMPUS.

This deed of indemnity executed at Pune at this ----- day of the month on ----- the year 2024, between National Institute of Bank Management registered under the Public Trust Act having its office at the place of business at Kondhwe Khurd, Pune 411 048. (herein after called as the "First Party") represented by Mr. -----

AND

M/s. -----, having its office and place of business at ----- (herein after called as the "Second Party") represented by Mr.-----.

WHEREAS THE FIRST PARTY AND THE SECOND.PARTY have signed an agreement on ----- 2024 for providing -----service at NIBM to the First party by the Second Party

AND WHEREAS the First Party wanted the second party to execute an indemnity bond in order to indemnify the First party against all claims for compensation under the provision of any law for the time being in force brought into force by or in respect of any workmen employed by the Second Party while carrying out the contract and against all costs and expenditure incurred out the contract and against all costs and expenditure incurred by the First Party in the said connection.

NOW THIS DEED OF INDEMNITY WITNESSED THAT, the Second Party hereby agrees and undertakes to indemnify and keep indemnified the First Party / against all the claims for compensation under the provision of any law for the time being in force brought into force by or in respect of any of the workman employed by the Second Party in connection with execution of the contract and against all costs and expenses incurred by the First Party in connection therewith. The First Party Shall intimate in writing immediately any such damage, loss or costs incurred by it to the Second Party stating the quantum thereof along with the detailed particulars or as to how and in what circumstances the said costs, damage of loss was incurred. The First Party shall further be entitled to deduct any loss due from the Second Party from all the money paid or payable by way of Compensation as aforesaid and costs or expenses in connection therewith.

This indemnity bond shall be in force from _____ to _____

IN WITNESS THEREOF THE PARTIES HAVE SIGNED THE INDEMNITY BOND ON THIS ____ DAY OF _____ MONTH OF ____ YEAR.

For NIBM, Pune
FIRST PARTY

For _____
SECOND PARTY

WITNESS: -

1. _____

2. _____

WITNESS: -

1. _____

2. _____

Form I
(With Technical Bid)

PROFILE OF AGENCY/FIRM/COMPANY		
Sr. No	Particulars	
1.0	Name of the Agency/ Firm/Company	
1.1	Legal Status (Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc.)	
1.2	Registration Number of the Agency/ Firm/ Company	
1.3	Year of Commencement of Business	
1.4	Registered Address	
1.5	Communication Address (in Pune)	
2.0	GST Number (Submit copy of GST certificate)	
2.1	Name in which GST registration has been obtained	
3.0	PAN (Submit copy of PAN card)	
3.1	TIN Number (Enclose the copy of certificate issued by the Authorities)	
4.0	Bank Details	
4.1	- Account No	
4.2	- Name of the Account	
4.3	- Name and address of the Bank	
4.4	- IFSC of the Bank	
5.0	Name of the Authorised Contact Person	
5.1	Designation of Authorised Contact Person	
5.2	Mobile No. of the Contact Person	
5.3	Alternate Contact Number/s	
5.4	Email id of the Contact person	
6.0	Statutory Registrations (Photocopies to be attached)	
6.1	Registration number of the firm (As per Shop and Establishment Act)	
6.2	Registration number under the Contract Labour Act.	
7.0	Financial Capabilities - (Photocopies to be attached)	
7.1	Income Tax Acknowledgement for the last 3 years (Gross Income)	
	2021-2022	
	2022-2023	
	2023-2024	

Sr. No	Particulars			
7.2	Last Three years audited statement of Accounts by C.A. from FY 2021-22 giving following details:			
	Particulars	21-22	22-23	23-24
7.2.1	Annual Turnover			
7.2.2	Net Profit			
7.2.3	Fixed Assets/ Investments/Cash and Bank balance including (FDRs) as at 31-03-2024. Confirmation certificate from Bank is required to be produced.			
7.2.4	Capital Accounts (closing balance as on 31-03-2024)			

Sr. No	Particulars
8.0	List of present and past clients, as per the Form - II. Existing manpower deployed in such services (along with letters from these firms)
9.0	Any Special award or recognition/certificate from PSU/Govt. Bodies/Training Institutions.
10.0	Any other relevant information

Signature of Authorized Person with
Seal of Bidder/Agency/Firm/Company

Date:

Check List of Statutory Registrations to be submitted/uploaded along with the Tender

1. Registration number under the Shop and Establishment Act.
2. Registration number under the Contract Labour Act
3. GST – Registration Number
4. PAN Number
5. IT Returns for last 3 years along with CA-certified Annual Turnover Certificate for last 3 years

FORM – II (A)

LIST OF WORK COMPLETED DURING LAST FIVE YEARS FROM THE DATE OF PUBLICATION OF E-TENDER NOTICE (2020-2024)					
Sr.	Name of the Organisation/ Company	Type of Work	Work Done Cost	Period of Contract (mm/yy to mm/yy)*	Name of Person/ Reference (Contact number/ Email)
1					
2					
3					
4					
5					

**Please attach copies of Purchase/ Work Orders*

Signature of Authorized Person with
Seal of Bidder/Agency/Firm/Company

Date:

FORM – II (B)

WORK IN HAND / ONGOING AMCS/SERVICE CONTRACTS

Sr.	Name of the Organisation / Company	Type of Work	Work Value	Period of Contract (mm/yy to mm/yy)*	Name of Person/ Reference (Contact number/ Email)
1					
2					
3					
4					
5					

**Please attach copies of Purchase/ Work Orders*

Signature of Authorized Person with
Seal of Bidder/Agency/Firm/Company

Date:

FORM – II (C)

PARTICULARS OF PERMANENT ADMINISTRATIVE AND TECHNICAL STAFF

Sr. No.	Name	Designation	Age	Academic Qualification	Service with the Firm	Details of Experience Year to Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Person with
Seal of Bidder/Agency/Firm/Company

Date:

FORM – II (D)
PARTICULARS OF TOOLS, PLANT AND MACHINERY

Sr. No.	Item	Specification	Quantity	Estimated Value	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature of Authorized Person with
Seal of Bidder/Agency/Firm/Company

Date:

FORM – III
Pre-Bid Site Visit

With respect to the tender published by NIBM, I / We hereby submit my / our tender in a required format.

I / We declare that I/We have visited site under consideration on / /2024, in presence of Mr.Jr. Engineer/Estate officer/NIBM Officials.

Checklist:

1. Scope of work as mentioned in tender documents aligned with the site requirement/condition
2. Availability of site
3. Site accessibility/feasibility
4. Water and Electricity – arrangement
5. Labour/Material provisions -

I/We certify that I/We have undertaken a site visit before submitting bids and verified particulars as above.

PLACE:
DATE:

Seal & Signature of Tenderer

PART-IV
FORM-IV
FINANCIAL / PRICE BID

A. Civil Work

Approximate Estimate for Land Development In front of EDP Hostel

Sr. No.	Particulars	Qty.	Unit	Rate	Amount
1	Earth Work				
1.1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth out of the campus or as directed by Engineer-in charge.				
1.1.1	All kinds of soil	24.26	CUM	197.06	4,780.68
1.2	Excavating trenches of required width for pipes, cables, etc. including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil out of the campus premises or as directed by engineer in charge:				
1.2.1	All kinds of soil				
1.2.1.1	Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia (For cable from office building to EDP lawn)	150.00	meter	390.96	58,644.00
2	Reinforced Cement Concrete				
2.1	Centering and shuttering including strutting, propping etc. and removal of form for				
2.1.1	Foundations, footings, bases of columns, etc. for mass concrete	39.42	Sqm	435.36	17,161.89
2.2	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
2.2.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	143.09	Kg	119.74	17,133.36
3	Masonry Work				
3.1	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in foundation and plinth in:				
3.1.1	Cement mortar 1:4 (1 cement: 4 coarse sand)	5.00	CUM	8,182.90	40,914.50

4	Steel Work				
4.1	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.				
4.1.1	Hot finished welded type tubes	187.55	Kg	215.82	40,476.61
5	Finishing Work				
5.1	15 mm cement plaster on rough side of single or half brick wall of mix:				
5.1.1	1:4 (1 cement: 4 coarse sand)	50.00	Sqm	457.12	22,856.00
5.2	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade:				
5.2.1	New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	50.00	Sqm	189.96	9,498.00
5.3	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.				
5.3.1	On steel work	50.00	Sqm	268.39	13,419.50
6	Road Work				
6.1	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earthwith lead upto 50 metres.	85.41	Sqm	243.02	20,756.34
6.2	Providing and laying C.C. pavement of mix M-25 with ready mixed concrete from batching plant. The ready mixed concrete shall be laid and finished with screed board vibrator, vacuum dewatering process and finally finished by floating, brooming with wire brush etc. complete as per specifications and directions of Engineer-in-charge. (The panel shuttering work shall be paid for separately). (Note: - Cement content considered in this item is @ 330 kg/cum. Excess/less cement used as per design mix is payable/ recoverable separately).	8.54	CUM	10,906.38	93,151.39

6.3	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.				
6.3.1	With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	12.81	CUM	3,090.80	39,597.78
6.4	Construction of dry lean cement concrete sub base over a prepared sub-grade with coarse and fine aggregate conforming to IS:383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per specifications, cement content not to be less than 150 Kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, for all leads & lifts, laid with a mechanical paver, compacting with 8-10 tonne vibratory roller, finishing and curing etc. complete as per direction of Engineer-in-charge.	21.32	CUM	4,605.83	98,202.97
6.5	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge.				
6.5.1	60mm thick cement concrete paver block of M-35 grade with approved colour, design & pattern.	25.00	Sqm	1,160.88	29,022.00
7	Drainage Work				
7.1	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement: 2 fine sand) including testing of joints etc. complete:				
7.1.1	100 mm dia. R.C.C. pipe	10.00	Meter	562.93	5,629.30

8	Stamp Finishing				
8.1	Applying stamping finish to the top surface of freshly laid plain/ reinforced cement concrete of specified grade in porticos, sidewalks, driveways, pool decks and open yards as per direction of the Engineerin-Charge. The process shall include the following:-				
	The concrete shall be placed and screeded to the finished grade, and floated to a uniform surface by using standard finishing techniques. The approved color hardener @ 2.7 kg/sqm shall be applied evenly to the surface of the fresh concrete by the dry shake method by sprinkling in two or more shakes, floated after each shake and trowelled only after the final floating. The approved release agent @ 0.113 kg/sqm shall be applied evenly to the trowelled surface before stamping or the said release agent can be applied to the flexible polyurethane stamp moulds of approved design and in required sizes to achieve final stamped pattern. These stampings shall be placed on the surface of concrete in three to four pieces at a time and tapped gently with rammers of sufficient size & weight to leave proper stamp marks and the process repeated for the remaining concrete surface till the whole surface to be stamped is completed within the time while concrete is in plastic stage of setting.				
	After stamping, the curing shall be done as per manufactures specifications. After initial curing the imprinted joints shall be grouted using cement slurry mixed with color hardener as per the requirement. The surface shall be sealed by applying acrylic based sealer not less than 0.167 litre/sqm.on finished surface				
	The construction joints shall be provided by groove cutting of size 4mm x 20mm in panel size 3m x 3 m or lesser as per the site conditions and filling the same with 10 mm baker rod and providing and laying (PU) Polyurethane based joint sealer of approved make as per manufacturer's specifications and finished by applying Polyurethane resin based top protective clear coat of minimum 80 micron applied with rollers on properly cured and dry clean surface. (Cost of concrete for flooring is not included in this item which shall be paid separately.)	65.70	Sqm	846.81	55,635.42
	Grand Total amount				5,66,879.74

B. Electrical Work and Other Works

Sr. No.	DESCRIPTION	UNIT	QTY	SUPPLY+INSTALLATION	
				RATE	AMOUNT
1	SITC of 3 Meters Hight light type Post top Led lights (40Watt) Foundation Bolts & Nut, with Suitable Size Template	Nos	8	20,000.00	1,60,000.00
2	SITC Of Bollard Led lights (15Watt)	Nos	25	5,500.00	1,37,500.00
3	Supplying and laying of XLPE insulated PVC sheathed aluminum conductor 1.1 KV Grade armored cable of size 3½ x 25 sq. mm	Mtr	100	275.00	27,500.00
4	SITC DWC Pipes 40mm dia.	Mtr	100	95.00	9,500.00
5	Providing and fixing 25 mm X 5 mm G.I. strip in 40 mm dia. G.I. pipe from earth electrode including connection with G.I. nut, bolt, spring, washer excavation and re-filling etc. as required with Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required	Nos	1	12,000.00	12,000.00
6	Supplying and laying of insulated PVC copper Flexible conductor cable with PVC conduit for connection of size 3 x 2.5 sq. mm	Mtr	300	190.00	57,000.00
7	SITC 63 Amp MCBs with timer Box for operation	Nos	1	12,000.00	12,000.00
TOTAL AMOUNT IN RUPEES:					4,18,500.00

COST ABSTRACT:

Sr. No.	Name of Component	Estimated Cost (Rs)	Percentage Above or Below the Estimated Cost	% in Figures (*)	Total Cost (Rs) (**)
1	Civil Work	5,66,879.74	Below / Above		
2	Electrical Work	4,18,500.00	Below / Above		
	Grand Total	9,85,379.74	Below / Above		

(*) – Percentage example - can be 3% OR Less Than 3% OR More Than 3%, etc.

(**) – Total Cost is inclusive of applicable GST.

DECLARATION

With respect to the tender published by NIBM, I / We hereby submit my / our tender in a required format.

I / We have adhered to the requirements prescribed by NIBM Pune. I / We have carefully gone through the guidelines / terms and conditions and I / We accept the same without any alternations / modifications.

I/We agree to notify the NIBM of any changes in the foregoing particulars as and when they occur and to verify and confirm. I/We understand and agree that the Director, National Institute of Bank Management has the right as he may decide, not to open Financial Bid tender in any particular case and also to suspend, remove or blacklist my/our name from NIBM's list of contractors in the event of my/our furnishing false particulars in the Technical Bid form or submitting non-bonafide tenders or for technical or other delinquency in regard to which the decision of Director, NIBM shall be final and conclusive.

I/We certify that the particulars furnished in the Technical bid forms are correct and that should it be found that I/We have given a false certificate or that if I/We fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, the National Institute of Bank Management may disqualify my/our name from the opening Financial bid.

PLACE:

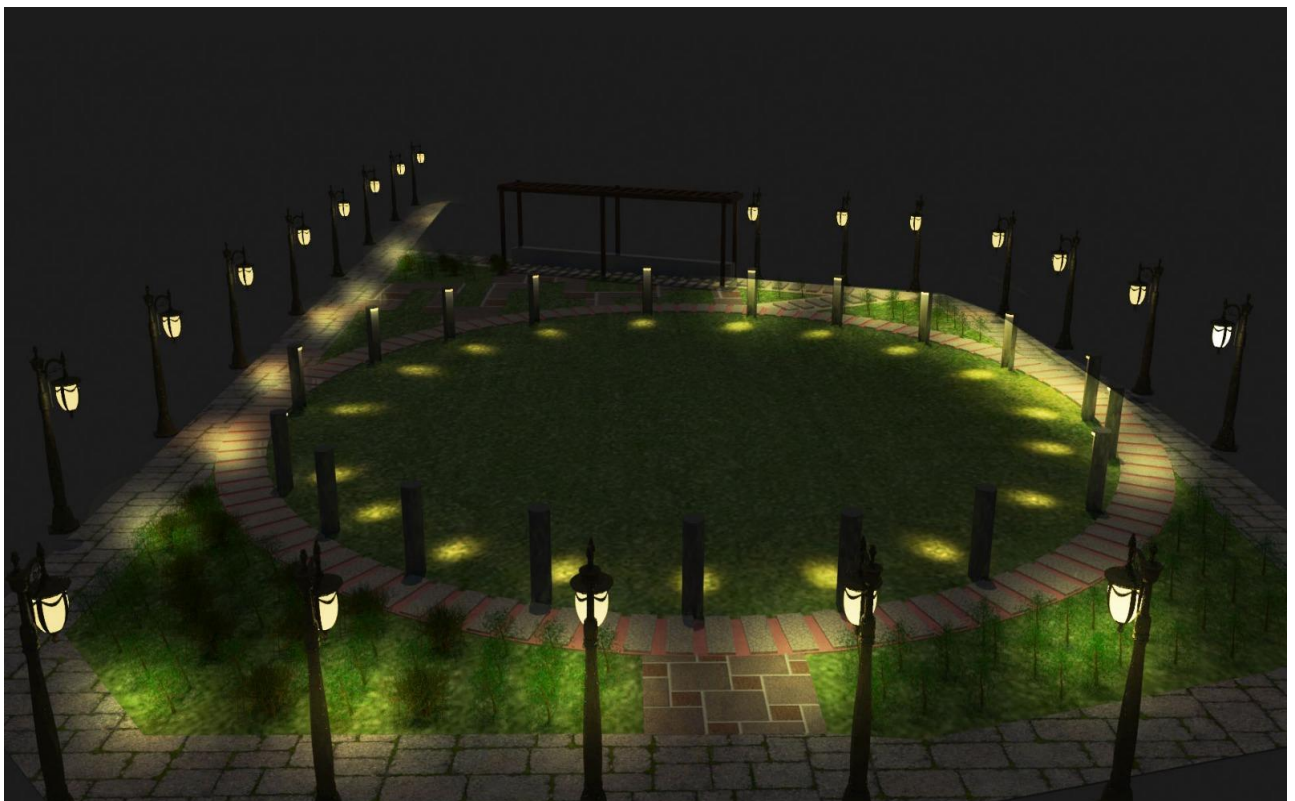
Seal & Signature of Tenderer

DATE:

Sample Design: Civil & Horticulture work



Sample Design: Electrical Work



Sample Design: Light Pole



Sample Design: Selfie Point

