National Bank for Agriculture and Rural Development
Gujarat Regional Office
Department of Premises, Security and Procurement
2nd Floor, NABARD Tower, Opposite Municipal Garden,
Usmanpura, Ahmedabad – 380013
Telephone: 079-27554100/27554041
Email: dpsp.ahmedabad@nabard.org

Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – 380013
(For Empanelled Vendors Only)

नाबार्ड टावर उस्मानपुरा अहमदाबाद में दोपहिया वाहनों के पार्किंग शेड का निर्माण और संस्थापना
(केवल सूचीबद्ध वेंडर्स के लिए)

Name of the Tenderer: ____________________________
Address: _______________________________________
______________________________________________
______________________________________________

Last Date and Time for Submission of Tender: 14 March 2022, 1500 Hrs

Date _____________ 1
Sign and Seal
National Bank for Agriculture and Rural Development  
Gujarat Regional Office  
Department of Premises, Security and Procurement  
2nd Floor, NABARD Tower, Opposite Municipal Garden,  
Usmanpura, Ahmedabad – 380013  
Telephone: 079-27554041  
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(केवल सूचीबद्ध वेंडर्स के लिए)

Important Dates and Time

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<td>2</td>
<td>Date, Time and Place of Pre-Bid Meeting</td>
<td>07 March 2022 1500 Hrs</td>
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<td>3</td>
<td>Last Date and Time for Submission of Tender</td>
<td>15:00 hrs on 14 March 2022</td>
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<tr>
<td>4</td>
<td>Date and Time of Opening of Bids</td>
<td>16:00 hrs on 14 March 2022</td>
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### Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Ahmedabad – 380013

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

2. NABARD, Gujarat Regional Office, Ahmedabad intends to undertake "Tender under Single Bid System for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – 380013 at an estimated cost of Rs. 6.5 Lakhs (including GST)."

3. Empanelled Vendors are requested to submit their bids in the Tender Box on 2nd floor, Department of Premises, Security and Procurement, NABARD Tower, Usmanpura, Ahmedabad 380013 latest by 1500 Hrs on 14 March 2022.

4. The Tender can be downloaded from our website at [https://www.nabard.org](https://www.nabard.org). The tender will be available on the website, until the deadline of submission of tender. Only those sealed cover tenders will be accepted which would be deposited in the box kept in the Department of Premises, Security and Procurement, 2nd Floor, NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad - 380013 for the said purpose. The tender deposited /received in any other mode like post, courier, fax, e-mail etc. will not be accepted.
The Pre-Bid meeting will be held on 07 March 2022 at 15:00 hrs in the Conference room on 3rd Floor of Gujarat Regional Office, NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad - 380013.

Last date for submission/receipt of tender(s) is 14 March 2022 till 1500 Hrs. and the tenders will be opened on the same day at 1600 Hrs by the Purchase Committee in the Office of Chief General Manager, Gujarat Regional Office, NABARD, in the presence of tenderers or their authorized representatives. The bids would be opened even in the absence of any or all of the vendor’s representative.

In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above.

The tenders received after the above said scheduled date and time will not be considered.

Disclaimer: NABARD may accept or reject any or all Response/s to this request for Tender at its discretion or may ask for any additional information from the bidders. NABARD may also vary its requirements, add to or amend the terms, procedure and protocol set out in this request for Tender for bonafide reasons, which will be notified to all through notice on its website. Further, NABARD hereby reserves its right to annul the Tender process at any time prior to the contract award without incurring any liability towards the bid.
**SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
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<tr>
<td>Bid Document Availability</td>
<td>Tender document can be downloaded from:</td>
</tr>
<tr>
<td></td>
<td><a href="https://www.nabard.org">https://www.nabard.org</a></td>
</tr>
<tr>
<td></td>
<td>From: 25 February 2022</td>
</tr>
<tr>
<td></td>
<td>To: 14 March 2022 15.00 hrs</td>
</tr>
<tr>
<td>Pre-Bid meeting</td>
<td>15:00 hrs. on 07 March 2022</td>
</tr>
<tr>
<td>Last date of submission of Tender</td>
<td>Up to 15.00 hrs. on 14 March 2022</td>
</tr>
<tr>
<td>Opening of Bids</td>
<td><strong>16.00 hrs. on 14 March 2022</strong></td>
</tr>
<tr>
<td></td>
<td>Authorized representatives of vendors may be present during opening of the Bids. <strong>However Bids would be opened even in the absence of any or all of the vendors’ representatives.</strong></td>
</tr>
<tr>
<td><strong>Contact Details:</strong> Address for Communication And submission of bid.</td>
<td>NABARD Tower, Department of Premises, Security and Procurement, 2nd Floor, NABARD Towers, Opposite Municipal Garden, Usmanpura, Ahmedabad 380013 Phone: 079 2755 4041</td>
</tr>
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TECHNICAL BID

(Part-I)
FORM OF TENDER

The Chief General Manager,
National Bank for Agriculture and Rural Development
Gujarat Regional Office
Ahmedabad

Dear Sir,

“Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – 380013”

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

2. MEMORANDUM

<table>
<thead>
<tr>
<th>S No</th>
<th>Subject</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Description of work</td>
<td><strong>Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – 380013</strong></td>
</tr>
<tr>
<td>b</td>
<td>Initial Security Deposit (ISD)</td>
<td>2% of value of accepted tender value (to be submitted by successful bidder in form of Bank Guarantee)</td>
</tr>
<tr>
<td>c</td>
<td>Retention Money Deposit (RMD)</td>
<td>5 % will be deducted from total bill amount. (Total amount equal to 10% of contract value will be retained by the BANK towards security deposit. Security Deposit includes EMD, ISD and RMD)</td>
</tr>
<tr>
<td>d</td>
<td>Time allowed for completion of the work</td>
<td>The time of completion of the project shall be 15 days from the date of issue of work order.</td>
</tr>
</tbody>
</table>

3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.
4. I/We have not been blacklisted by any Central/State Government Organization or PSU.

5. Our Bankers are:

   i) .................................. Bank .......................... Branch ...............  

   ii) .................................. Bank .......................... Branch .................

   iii) Type of account: Savings / Current account

   iv) Bank Account No. : 

   v) IFS code of Bank and branch:

The names of partners of our firm are:

i) 

ii) 

iii) 

Name of the partner of the firm Authorized to sign:

   OR

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

Yours faithfully,

Signature of Tenderer with stamp
INSTRUCTIONS TO THE BIDDERS

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

2. Duly filled in and signed Tender Document, complete in all respect shall be deposited before **15.00 hrs on 14 March 2022** in the tender box on 2nd floor, NABARD Tower Usmanpura, Ahmedabad. **380013** and super scribed as “Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – **380013**

   a) The tender will not be received after **1500 Hrs. on the date indicated in the letter of invitation to tenderer**, under any circumstances, whatsoever.

   b) The tender should be addressed to Chief General Manager, National Bank for Agriculture and Rural Development, NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad – **380013** and submitted in a single sealed envelope superscripted “**Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – **380013**” in the tender box placed on 2nd floor of NABARD Tower”. The envelop should contain the following:-

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

   ii) Pre-qualification documents

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

   iv) Price Bid quoted in in Indian Rupees only, with detailed break-up of prices as per Price Bid.

   v) The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items listed in price Bid.

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

   vii) The Price Bid should not contradict the Technical Bid in any manner

3. Initial all pages of the Tender Document as a token of acceptance of the terms and conditions set out in the Tender Document.

4. In case any clarification is required by the tenderer, they may contact **Assistant General Manager, DPSP, NABARD, Gujarat Regional Office, 2nd floor, NABARD Tower Usmanpura, Ahmedabad. 380013.**

5. Addenda / Corrigenda if any issued by **NABARD** will be uploaded on its website [www.nabard.org](http://www.nabard.org) and shall become part of the tender documents.

6. The tenders shall be signed by the person/persons on behalf of the organisation having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).

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

8. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid.

9. **Financial bids of only those contractors qualified in the evaluation will be considered for selection of tender.**
TERMS and CONDITIONS

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

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

3. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

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

4. CANCELLATIONS OF CONTRACT IN FULL OR PART: Bank shall have exclusive right to cancellation of contract under the following circumstances.

If the Contractor

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

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

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

d) Assigns, transfer, sublets (engagement of labours on a piecework basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign transfer or subject the entire works or any portion of the work without prior approval of the competent Authority. The competent Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the BANK by written notice cancel the contract as a whole or only such items of work in default from the contract.

5. The BANK shall on such cancellation have power to:

a) Take possession of the site and any materials, constructional plant / building etc., implements, stores etc.

b) Carry out the incomplete work by any means at the risk and cost of the contractor.

6. On cancellation of the contract in full or in part, the BANK shall determine what amount if any, is recoverable from the contractor for completion of the works or part of the works or in case of the works or part of the works is not to be completed, the loss or damage suffered by the BANK. In determining the amount credit shall be given to the contractor for the value of contractor’s materials taken over and incorporated in the work and use of tackle and machinery belonging to contractor.
7. Any excess expenditure incurred or to be incurred by the BANK in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the BANK as aforesaid, after allowing such credit, shall be recovered from the contractor within 30 days.

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

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

TENDERS, RATES ETC.

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

11. The attached bill of quantities is our best estimate of the job.

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

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

14. Work contained in the Schedule of Quantities comprises of fabrication and installation of parking shed for two wheelers at designation.

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

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

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

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

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

20. The rates quoted by the Contractor should cover for necessary transport of materials from place of availability to the site of works.

**EXTRA ITEMS**

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

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

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

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

22. The BANK shall issue instructions to the contractor in regard to what is to be done concerning on object reported by the contractor under the preceding sub-clauses and

Date ____________  13  Sign and Seal
such instruction may require to contractor to permit the examinations, excavations, or removal by a third party. The BANK may issue instructions to the contractor in regard to be removal and disposal of the same at the expenses of NABARD. If in the opinion of the BANK, the above activity has involved the contractor indirect loss of time, the BANK may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The contractor shall not be eligible to claim any financial compensation due to any delay NABARD, Regional Office caused in this account.

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

   a) Should there be any discrepancy inconsistency error or omission in the contract or any of them the matter may be referred to the BANK who shall give his decisions and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the BANK shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

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

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

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

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

   a) Descriptions in Schedule of Quantities.
   b) Particular specification and special conditions, if any.
   c) Drawings:

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

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

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

a) No Advance Payment will be made by the BANK. Payment will be made after completion of all work. Before making payment the work done on actuals will be reconciled between the CONTRACTOR and the BANK based on site measurement. Rate analysis of extra items if any (duly approved by the BANK), statement for payments at reduced rates, statement for deductions for any other reason are submitted by the contractor shall be duly approved / accepted by the BANK.

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

36. Final bill shall be submitted by the contractor accompanied by measurement sheets and quantity calculation in support of the quantities contained in the bill with soft and hard copies.

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

38. The contractor shall guarantee the installation / work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the BANK or in default, the BANK may cause the same to be made good by other workmen and deduct expenses (of which the certificate of the BANK shall be final) from any sums that may be the or at any time thereafter, become due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

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

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

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

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

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

LIABILITY FOR DAMAGE, DEFECTS AND RECTIFICATION THEREOF

43. If the Contractor or his workmen or employee shall injure or destroy any part of the building in which they may be working or any building road, fence etc., contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, the contractor shall upon receipt of a notice in writing in the behalf make the same good at his own expenses.

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

COMPLETION PERIOD AND PENALTY CLAUSE

45. Completion period for the entire work contained in the tender and such of the extra items, if any, which form an integral part of the contract, contained in the tender is 15 Days from the date of receipt of work order. The time limit specified herein will be strictly adhered to and will form the essence of the Contract. In case of delay in completion of job beyond the stipulated time penalty would be levied @ 0.25% per extra week taken by the contractor i.e. more than scheduled time / period, subject to maximum of 5% of the actual cost of project.

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

COMPLETION CERTIFICATE

47. As soon as the work is completed, the BANK, shall inspect the work and shall furnish the contractor with a certificate of completion indicating.

   a) The date of completion.
   b) Defects to be rectified by the Contractor and / or.
   c) Items for which payment shall be made at reduced rates.

No certificate of completion shall be issued, nor shall the work considered to be complete till the contractor shall have removed from the BANKs premises, all dirt from all parts of the building (s) in upon or about which the work has been executed.
48. The completion period of the entire work as stated above shall be deemed to be the essence of the contract. In case of delay in completing the work beyond the specified completion date the contractor will be required to pay a penalty at the rate of 0.25% for each extra week taken by contractor i.e. more than scheduled time / period subject to maximum of 5% of the actual cost of the project. The penalty will be recovered either from the contractor’s bills or from the Security Deposit / Retention Money.

49. EXTENSION OF COMPLETION PERIOD

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

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

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

SITE FACILITIES

SETTING OUT OF WORK

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

51. BANK shall provide Electricity power at one point. The necessary all electrification, wiring, lighting arrangement (including separate meter installation) shall be made available by the contractor and for which contractor shall not be paid any charges for the same.

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

53. All the work shall be carried out as per drawings and instructions of the BANK.

54. During the execution of the work, Contractor must check his work with the drawings. The Contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and / or error at his own cost, failing which the BANK reserves the right to get the same rectified at the risk and cost of the Contractor.

Date ____________ 17 Sign and Seal
MATERIAL TO BE PROVIDED BY THE CONTRACTOR.

55. The Contractor shall at his own expense and without delay supply to BANK, samples of materials proposed to be used in the work. If the samples are not approved, the Contractor shall forthwith arrange to supply to the BANK for his approval fresh samples complying with the specification laid down in the contract.

56. The BANK shall have full power to require removal of any or all the materials brought to the site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to sample approved by him.

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

58. The BANK shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor. If no tests are specified in the contract and such tests are required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in the test shall be borne by the Contractor in all cases except when otherwise provided.

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

60. LABOUR

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

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

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

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

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

65. The BANK may from time to time issue further drawings or written instructions which are hereafter collectively referred to as `BANK's Instructions' in regard to:

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

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

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

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

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

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

g) The amending and making good of any defects of works improperly carried out.

66. INSPECTIONS AND APPROVALS:

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

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

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

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

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

71. The contractor shall comply with provisions of payment as per the following acts:

- Payment of wages Act, 1936
- Workmen’s Compensation Act, 1923
- Industrial Dispute Act, 1947
- Minimum Wages Act, 1948
- Employees State Insurance Act, 1948
- Maternity Benefit Act, 1961
- Mines Act, 1952 or
Any amendments / modifications thereof or any other law relating thereto and rules made thereunder from time to time. BANK shall on a report having being made by an inspecting office as defined in the contract labour regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker (s) by reasons of non-fulfilment of conditions of contract for the benefit of workers non-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor’s labour Regulation.

72. The contractor shall pay to labour employed by him, and in the case of his giving any part of the work on sub-contract he shall ensure and be responsible to see that the sub-contractor pays to labour employed by such contractor, wages not less than wage or remuneration as provided in the contract labour (Regulations and Abolition Act) and in the Rules, Regulations and orders.

73. The Contractor shall indemnify the BANK against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his rights to claim indemnity from his sub-contractor.

SAFETY CODE:

74. The Contractor shall at his own expenses arrange for the Safety provisions as required for these conditions or as required by the BANK in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BANK shall be entitled to do so and recover the cost thereof from the Contractor. The contractor shall be responsible for any damage or loss of part / limb or death of any personnel directly or directly involved in the work at site.

INSURANCES

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

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

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

76. The aforesaid insurance policy / policies shall not be cancelled till BANK has agreed to their cancellation.

Date ______________ 20 __________________ Sign and Seal
77. The Contractor shall prove to BANK from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period of 12 Months. Above instructions on insurance coverage will also be applicable to the sub-contractor, if any, of the contractor.

78. **NOTICE TO LOCAL BODIES.**

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

**ARBITRATION**

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

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

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

The BANK and the Contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

**DECLARATION BY THE CONTRACTOR**

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

Place:

DATE:

(SIGNATURE OF THE TENDERER)

NAME WITH ADDRESS and SEAL
SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

5. The BANK reserves the right to use the premises and any portion of site for execution of any work not included in this contract which we may desire to get executed by other agencies.

6. In addition to previous stipulations, the Contractor shall be represented at site at all times during the tenure of the contract by responsible and qualified engineers approved by the BANK. Such engineer shall form the Contractor’s Project Management & Site Supervisory Team. They shall be in constant attendance upon all activities of the work.

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

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

9. The quality of materials & workmanship is expected from the contractor of very high standard.

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

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<tr>
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<tbody>
<tr>
<td>1</td>
<td>Initial Security Deposit (ISD):</td>
<td>2% of the total tendered amount inclusive of earnest money deposit.</td>
</tr>
<tr>
<td>2</td>
<td>Defects liability period</td>
<td>12 months from the date of issue of virtual completion and handing over the completed work to owners.</td>
</tr>
<tr>
<td>3</td>
<td>Period of commencement</td>
<td>7 days from the date of letter of issue of work order.</td>
</tr>
<tr>
<td>4</td>
<td>Duration of completion of work</td>
<td>15 days from receipt of Work Order</td>
</tr>
<tr>
<td>5</td>
<td>Liquidated damages at the rate</td>
<td>0.25% per week subject to maximum 5% of the tender amount.</td>
</tr>
<tr>
<td>6</td>
<td>Retention money</td>
<td>5% retention money to be kept from every running bill (Total amount equal to 10% of contract value will be retained by the BANK towards security deposit. Security Deposit includes ISD and RMD)</td>
</tr>
<tr>
<td>7</td>
<td>Terms of rate</td>
<td>The rates shall be at site of work and should be inclusive of all taxes including works contract tax, GST, VAT if any. Security deposit to be released on expiry of the defects liability period.</td>
</tr>
<tr>
<td>8</td>
<td>Period of validity of tender</td>
<td>Three months from the last date for opening of tender.</td>
</tr>
<tr>
<td>9</td>
<td>Period for honouring final bill.</td>
<td>Within 60 working days of submission of bill.</td>
</tr>
<tr>
<td>10</td>
<td>Validity of rates after award of work:</td>
<td>The rates shall be firm for period of 4 Months from the date of award of work or till completion of work whichever is later. “NO ESCALATION IN PRICES WILL BE ALLOWED”.</td>
</tr>
</tbody>
</table>

12. Upon it becoming reasonably apparent that the work is delayed, the contractor shall forthwith give written notice of the cause of the delay to BANK. Then BANK shall as soon as they are able to estimate the length of the delay beyond the date or time aforesaid, make in writing a fair and reasonable extension of time for completion of the work, provided always that the contractor shall use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the BANK to proceed with work.

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

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

15. **Deviation in Quantities**: There is no variation limit in tender quantity for any variation in plus or minus, contractor is supposed to execute the same at quoted rates.
GENERAL SPECIFICATIONS

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

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

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

Sample of all material are to be submitted to the BANK for his approval before the contractor orders or delivers in bulk to the site. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the BANK, at the contractor's expenses.

1. **MS FABRICATION HARDWARE:**

Supplying, Fabricating, Erecting & Fixing in position structural steel frame work using MS Box / Round Pipe as per drawing. Steel works should confirm to IS 2062 including straightening, cutting, fabricating, welding, bending to shape, bolting, fixing in position, welding to other MS structure item or insert plate embedded in wall/concrete at site and finished the surface neat after grouting. Rate shall include for painting with two coats 50 micron DFT for Each Coat of synthetic enamel paint over a coat of 50 micron DFT for Zinc chromate primer, etc.

2. **RCC FOUNDATION FOR SHED COLUMNS AND CONNECTING BEAMS.**

Providing PCC/RCC Foundation for shed columns and connecting beams for all foundations. Plain Cement Concrete of nominal mix 1:3:6 by mass (1 cement:3 coarse sand: 6 crushed stone aggregates/ gravels) with 40mm down size graded crushed stone aggregates. Reinforced Cement Concrete of nominal mix M20 (1:1.5:3) Grade (Concrete shall be design mix), with 20 mm & down size graded crushed stone aggregates.

3. **FOUNDATION/ANCHOR,BOLT,W/NUT&WASHER**

Supplying, installing, & fixing 12/16mm Foundation bolt / Anchor Bolts with nuts and washers in concrete foundation.

4. **ROOFING SHEET**

Providing and fixing of PUF Corrugated Roofing Sheet (panel), having overall thickness of 40 mm, with GI pre coated roofing sheets. Sheet thickness (top sheet 0.35) & (bottom sheet 0.30 mm) PPGI, PUF Density 36 Kg/m³ (+/-2), overlapping of sheets as per manufacturer's specifications to make it water tight. Colour:- Off white/Blue/Red (as per user selection)

Date ____________ 24 Sign and Seal
5. **DRAINAGE GUTTER FOR ROOF**

FRP / MS Drainage Gutter (half pipe type) of 15 inch dia for outer sides of roof for water collection and discharge to the existing gutter through 4 inch PVC pipe at one end.
LIST OF INDIAN STANDARDS REFERED TO

1. IS 2062 - Hot Rolled Medium And High Tensile Structural Steel — Specification
2. IS 1786- Specification For High Strength Deformed Steel Bars And Wires For Concrete Reinforcement
3. IS 10262 (2019) - Concrete Mix Proportioning – Guidelines
4. IS 456:2000 - Code Of Practice For Plain And Reinforced Concrete (Fourth Revision)
5. IS 1477 - Code Of Practice For Painting Of Ferrous Metals In Buildings
6. IS 10238:2001 - Fasteners — Threaded Steel Fasteners — Step Bolts For Steel Structures — Specification
7. IS 4000:1992 Code of practice for high strength bolts in steel structures (first revision)
8. IS 816 - Code Of Practice For Use Of Metal Arc Welding For General Construction In Mild Steel
10. IS 808:1989 - Dimensions for hot rolled steel beam, column, channel and angle sections (third Revision)
11. IS 7205:1974 - Safety code for erection of structural steel work
12. IS 7215:1974 Tolerances for fabrication of steel structures

The above IS codes is indicative. However, Contractor must carry out the work as per latest applicable IS Codes in vogue.
**SCHEDULE OF APPROVED MAKES**

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<tr>
<th>Sl</th>
<th>Item</th>
<th>Make</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cement</td>
<td>JK/Birla /Equivalent</td>
<td>PCC - 1:3:6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RCC - M20 (1:1:5:3)</td>
</tr>
<tr>
<td>2</td>
<td>TMT Rods</td>
<td>Jindal/Sail/Tata/Essar/Ispat</td>
<td>8, 10 and 12 mm</td>
</tr>
<tr>
<td>3</td>
<td>Binding Wire</td>
<td>Good Quality</td>
<td>16SWG</td>
</tr>
<tr>
<td>4</td>
<td>Fasteners</td>
<td>Good Quality</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Paint</td>
<td>Asian / Nerolac / Equivalent</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PUF Corrugated Roofing Sheet</td>
<td>Jindal/Sail/Tata/Essar/Ispat</td>
<td>25 mm GI Precoated</td>
</tr>
</tbody>
</table>

Note: The Contractor should obtain prior approval from BANK before placing order for any specific material / agency.
ARTICLES OF AGREEMENT
(to be submitted by the successful bidder)

ARTICLES OF AGREEMENT made this ________ day of ________ between the National Bank for Agriculture and Rural Development (hereinafter called “the BANK”) of the one part and ______________________________________ (hereinafter called “the Tenderer”) of the other part.

WHEREAS the BANK is desirous of execution of Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – 380013, and has caused drawings and specification describing the works to be done prepared by the BANK.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

4. This Agreement and documents mentioned herein shall form the basis of this contract.

5. This contract is an item rate contract for the complete work to be paid for according to necessary fabrication and installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

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

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

8. Time shall be considered as the essence of this contract and the Tenderer hereby agrees to commence the work/job within the seven days of receipt of the work order as provided for in the said conditions and to complete the entire work within Fifteen days reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.

9. All payments by the BANK under this contract will be made only at Ahmedabad.
10. All disputes arising out of or in any way connected with this agreement shall be
deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have the
jurisdiction to determine the same to the exclusion of all other courts.

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

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

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

**Signature Clause**

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

Shri

(Name & Designation)

In the presence of:

**Witness # 1**

Signature:

Name:

Address:

**Witness # 2**

Signature:

Name:

Address:

SIGNED AND DELIVERED by the Bidder by the hand of Shri

(Name and Designation)

In the presence of:

**Witness # 1**

Signature:

Name:

Address:

**Witness # 2**

Signature:

Name:

Address:

Date _____________ 29

Sign and Seal
ANNEXURE-B

Performance Bank Guarantee (Initial Security Deposit) format

To
The Chief General Manager,
National Bank for Agriculture & Rural Development,
Gujarat Regional Office
NABARD Tower, Opposite Municipal Garden, Usmanpura,
Ahmedabad-380013

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to -------------------------------
(type of work) at ____________________________ (Place – HO/RO/TE) (hereinafter referred to as “Services”) from ______________________ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. NO.,____ Dated______)and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the ________________________ (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

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

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on __________ (validity date) without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ____________.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser’s principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly

Date _____________  30  Sign and Seal
waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

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

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

10) Notwithstanding anything contained herein:
   i) Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees __________only)
   ii) This Bank Guarantee shall be valid up to __________ (validity date);
   iii) Unless actions to enforce the claims is filed on or before __________ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
   iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before __________ (validity date)

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

Date this ------------------ day of ------------------ at ----------
For and on behalf of ------------------------ Bank.

sd/- ------------------------------------------
Letter of Indemnity and Undertaking
(to be submitted by the successful bidder)

The Chief General Manager,
National Bank for Agriculture & Rural Development,
NABARD Tower, Opposite Municipal Garden, Usmanpura,
Ahmedabad-380013

Dear Sir

Tender for Fabrication and Installation of Two Wheeler Parking Shed at
NABARD Tower, Usmanpura, Ahmedabad – 380013.

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

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

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

SCHEDULE (Please list all the hardware supplied to NABARD for providing this service on a
separate sheet)

Yours faithfully

(Name and Designation) of __________________

Date _____________  32  Sign and Seal
PRICE BID
(Part-II)
## SCHEDULE OF QUANTITIES

**Tender for Fabrication and Installation of Two Wheeler Parking Shed at NABARD Tower, Usmanpura, Ahmedabad – 380013**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Dismantling/removing existing parking structure</strong> and all other misc. items, along with safe disposal of debris/unserviceable materials outside the NABARD premises by the contractor including cost of loading, carting and unloading, with all lead and lift. Care should be taken not to damage the surroundings.**&lt;br&gt;<strong>Excavation</strong> of all kind of soil, hard murrum, soft rock, hard rock by pneumatic drilling etc. in any plan dimension / depth.</td>
<td>Job</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Supplying, Fabricating, Erecting &amp; Fixing in position structural steel</strong> frame work using MS Box / Round Pipe as per drawing. Steel works should confirm to IS 2062 including straightening, cutting, fabricating, welding, bending to shape, bolting, fixing in position, welding to other MS structure item or insert plate embedded in wall/concrete at site and finished the surface neat after grouting. Rate shall include for painting with two coats 50 micron DFT for Each Coat of synthetic enamel paint over a coat of 50 micron DFT for Zinc chromate primer, etc.**</td>
<td>KGS</td>
<td>2350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Supplying, installing, &amp; fixing Foundation bolt / Anchor Bolts</strong> with nuts and washers in concrete foundation providing auxiliary dummy structures, if any, necessary tying and binding with contractor's own 16SWG black soft annealed binding wire, welding to reinforcement, adjustment of shuttering, greasing exposed metal surfaces and covering with jute cloth etc.</td>
<td>Nos</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Providing PCC/RCC Foundation</strong> for shed columns and connecting beams for all foundations.**&lt;br&gt;<strong>Plain Cement Concrete</strong> of nominal mix 1:3:6 by mass (1 cement:3 coarse sand: 6 crushed stone aggregates/ gravels) with 40mm down size graded crushed stone aggregates.</td>
<td>NOS</td>
<td>06</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date ____________ 34  
Sign and Seal
The prices should be inclusive of all transportation to site and installation inclusive of all taxes.
2. The above rates should be including the cost of throwing away debris generated during the renovation work.
3. GST rate prevailing shall be applicable on the quoted rates.

Accepted all terms & conditions of technical & price/financial bid

Place : 
Date : 
(Signature of the Tenderer)

Address :
Name and Seal

Date ____________ 36  
Sign and Seal
Drawings

Date ____________

Sign and Seal