

## निविदा आमंत्रित करने का नोटिस

प्रिय महोदय,

**विषय** - नेस्ले II, लोअर परेल, मुंबई स्थित स्टाफ क्वार्टर्स की बाल्कनी में पीजन ग्रील और भू-तल मंजिल पर चेन लिंक और फेन्सिंग लगाना.

उक्त कार्यों के संबंध में निविदा प्रेषित करने के लिए पात्र इच्छुक पार्टियों से निविदाएँ आमंत्रित की जाती हैं.

उक्त कार्यों से संबंधित निविदा फॉर्म 26.11.2009 से 08.12.2009 तक परिसर विभाग, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नाबार्ड बिल्डींग, द्वितीय तल, 'ए' और 'बी' विंग प्लॉट सं.24, "जी" ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051 (टेलिफोन सं.26539139) से प्राप्त किए जा सकते हैं.

निर्धारित निविदा फॉर्म में मुहरबंद निविदा लिफाफे में बंद कर मुख्य महाप्रबंधक, परिसर विभाग, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नाबार्ड बिल्डींग, द्वितीय तल, 'ए' और 'बी' विंग प्लॉट सं.24, "जी" ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051 के पास प्रेषित की जाए और उस पर "नेस्ले-II, लोअर परेल, मुंबई स्थित क्वार्टर्स की बाल्कनी में पीजन ग्रील्स लगाने हेतु निविदा" लिखा जाए.

यह लिफाफा\_ श्री बी बी नायक, मुख्य महाप्रबंधक, परिसर विभाग, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नाबार्ड बिल्डींग, द्वितीय तल, 'ए' और 'बी' विंग प्लॉट सं.24, "जी" ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051 को **08.12.2009 को 14.30 बजे तक** प्रस्तुत कर दिया जाए.

यदि संबंधित निविदा प्राप्त होने अथवा खुलने की अंतिम तारीख को नाबार्ड में कोई सार्वजनिक अवकाश रहता है तो समय और स्थान में कोई परिवर्तन किए बिना निविदाएँ प्राप्त करने और खोलने का कार्य अगले कार्य दिवस पर किया जाएगा.

नाबार्ड के पास बिना कोई कारण बताए किसी निविदा को पूर्व रूप से अथवा आंशिक रूप से स्वीकार अथवा अस्वीकार करने का अधिकार सुरक्षित रहेगा और नाबार्ड सबसे न्यूनतम दर वाला अथवा कोई अन्य निविदा स्वीकार करने के लिए बाध्य नहीं है.

नाबार्ड के पास बिना कारण बताए किसी भी अथवा सभी निविदाओं को निगोशिएट करने अथवा आंशिक रूप से स्वीकार करने का अधिकार भी सुरक्षित है. आवश्यकतानुसार निगोशिएशन आदि के लिए नाबार्ड द्वारा निविदा की दरों की संवीक्षा के लिए निविदाकर्ता को दर-विश्लेषण प्रस्तुत करना होगा. ऐसी निविदाएँ जो निविदा दस्तावेज में उल्लिखित और ऊपर उल्लिखित सभी अथवा किसी शर्तों का पालन नहीं करती अथवा अपूर्ण होंगी उन्हें अस्वीकार कर दिया जाएगा. निविदा दस्तावेजों में किसी भी प्रकार की विसंगतियाँ, चूक, अस्पष्टता अथवा उसके अर्थ में कोई संदेह होने की स्थिति में श्री बी बी नायक, मुख्य महाप्रबंधक, परिसर विभाग, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नाबार्ड बिल्डींग, द्वितीय तल, 'ए' और 'बी' विंग प्लॉट सं.24, "जी" ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051 को लिखित रूप में सूचित कर दिया जाए जो इसकी समीक्षा करेंगे कि कहाँ माँगी गई सूचना के बारे में स्पष्ट रूप से निर्दिष्ट अथवा विश्लेषित नहीं किया गया है. नाबार्ड सभी निविदाकर्ताओं को स्पष्टीकरण जारी करेगा जो संविदा दस्तावेज के भाग के रूप में होंगे. यदि निविदा दस्तावेजों की विसंगतियों, चूकों, अस्पष्टता अथवा उसके अर्थ को लेकर किसी संदेह के मामले में निविदा प्रस्तुत करने की तारीख से पूर्व तीन कार्य दिवस पहले तक इन्हें नाबार्ड की जानकारी में नहीं लाया जाता है तो नाबार्ड इसके लिए जिम्मेदार नहीं होगा.

**निविदाकर्ता कृपया ध्यान दें.** नाबार्ड के पास संबंधित कार्य को विभाजित कर उसे एक से अधिक ठेकेदार को वितरित करने का अधिकार भी सुरक्षित है. ऐसे मामलों में नाबार्ड कार्य का बटवारा करने के मामले में सिर्फ अपने विवेक से निर्णय लेगा. आपको सूचित किया जाता है कि इस निविदा तथा निम्नलिखित बिन्दुओं के वाणिज्यिक पहलुओं के संबंध में कडाई से पालन सुनिश्चित करे :

- क. कार्य पूरा करने का समय - निविदा स्वीकार करने संबंधी पत्र जारी करने के 10वें दिन से मानसून के महिनो समेत **3 महीने.**
- ख. सेवाओं में किसी भी अनुशासन के लिए अन्य ठेकेदारों के साथ सहयोग करने का उत्तरदायित्व निविदाकर्ता पर होगा.
- ग. कृपया यह ध्यान में रखे कि सभी ऐसे दस्तावेज जो निविदा दस्तावेजों के भाग हैं उन पर निविदाकर्ता के हस्ताक्षर और सील होने चाहिए.
- घ. विश्लेषणों समेत मात्राओं के बिल का कोई भी भाग हटाया न जाए.
- ङ. ऑफर की वैधता : बोली की कीमत खुलने की तारीख से 120 दिन.
- च. डिफेक्ट्स लाइबिलिटी पीरियड : नाबार्ड द्वारा प्रमाणित वास्तविक पूर्णता की तारीख से 12 महीने.

**सफल निविदाकर्ता नाबार्ड से निविदा स्वीकृति का पत्र प्राप्त हो जाने पर मानक फार्मेट के अनुसार 14 दिनों के अंदर नाबार्ड के साथ करार करेगा.**

दिनांक 04.12.2009 को 15.00 बजे परिसर विभाग, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नाबार्ड बिल्डींग, द्वितीय तल, 'ए' और 'बी' विंग प्लॉट सं. "सी" 24, "जी" ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051 में निविदा से पूर्व एक बैठक आयोजित करने का निर्णय लिया गया है. आपसे अनुरोध है कि किसी भी पूछताछ और संदेह, यदि कोई हो तो, के बारे में स्वयं को संतुष्ट करने के लिए इस बैठक में भाग लेने की कृपा करे.  
निविदा आमंत्रित करने का यह नोटिस भी निविदा दस्तावेजों का भाग है.

**भवदीय**

(आर के मेहता)  
सहायक महाप्रबंधक  
परिसर विभाग

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI**

**PART - I**

**TENDER FOR**

**Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II,  
Lower Parel**

**Name of Tenderer** : \_\_\_\_\_

**Address** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Due date of submission** : **Before 15.00 hr..**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI**

**Section A : Letter of Offer**

**Place :**

**Date :**

**The Chief General Manager,  
Premises Department,  
National Bank for Agriculture  
and Rural Development,  
Bandra Kurla Complex,  
Bandra (E),  
Mumbai**

Dear Sir

Having examined the Specification and schedule of quantities relating to the works specified in the Memorandum herein after set out and 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 at the rates mentioned in the schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in Conditions of tender, the Articles of Agreement, Special conditions, Schedule of Quantities and Condition of Contract and with such materials as are provided for, buy and in all other respects in accordance with such conditions so far as they may be applicable.

**Memorandum**

a)	Description of work	<b>Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel</b>
b)	Earnest Money Deposit	<b>Rs. 24,000/-</b>
c)	Estimated Cost	<b>Rs. 12.00 lakhs</b>
d)	Percentage if any to be deducted from each bill	<b>5% RMD</b>
e)	Completion period	<b>3 months from the 10th day of the date of work order</b>
f)	Defect Liability Period	<b>12 months onwards to Virtual completion of work inclusive of one monsoon</b>
g)	Validity of Tender	<b>90 days from the date of opening of Part-II of the tender</b>
h)	Interim payment of each RA bill	<b>Rs. 5.00 lakhs</b>
I)	Insurance Covers	<b>All as per clause no.35.</b>

j)	Liquidated damages on delay	0.25% of the contract value per week subject to a maximum of 5% of contract value.
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2. Should this tender be accepted, I/We hereby agree to and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the NABARD the amount mentioned in the said Conditions.

I/We have deposited a sum of **Rs. 24,000/- (Rupees Twenty Four Thousand only)** as earnest money with the NABARD which amount will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the NABARD.

Our Bankers are :

i) \_\_\_\_\_  
 \_\_\_\_\_

ii) \_\_\_\_\_  
 \_\_\_\_\_

The names of partners of our firm are :

i) \_\_\_\_\_  
 Address : \_\_\_\_\_

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 Power of Attorney should be attached)

Yours faithfully

(Signature of the Contractors)

Witnesses :

1) \_\_\_\_\_  
 (Signature)  
 Address : \_\_\_\_\_  
 \_\_\_\_\_

2)

\_\_\_\_\_

(Signature)

Address :

\_\_\_\_\_

Seal :

\_\_\_\_\_

**Section B : Commercial Condition**

1. Sealed Tender in duplicate should be addressed to Chief General Manager, Premises Department, NABARD, 2nd floor A & B wing, C - 24, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, and Super-scribed Tender for **Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel**, and sent so as to reach him not later than **2.30 p.m. on 08 December 2009** along with an Earnest Money Deposits. Rs. **24,000/- (Rupees Twenty Four Thousand only)** by Demand Draft drawn on a Scheduled Bank in favour of NABARD payable at Mumbai. The Tenders should be deposited in person in the Tender Box kept for the purpose in the Estate Cell at the address given above. No other mode of delivery of Tenders is acceptable.

2. Tender received after 2.30 p.m. on **08 December 2009** or those received without the EMD will be rejected. Tenders should clearly indicate on each copy of the tender under their full signature whether it is original or duplicate copy.

3. It is a two part tender and both copies of tender i.e. original and duplicate of Part I and Part II, shall be sealed in separate envelopes. Part I of the tender should contain Commercial Conditions, EMD, and Technical Specifications as specified above, put forth/submitted by the tenderer. The covers containing Part II of the tender should contain only price bid duly filled in as per BOQ, and duly signed. The technical specifications specified are in general and the contractors have to carry out the entire scope of work in a specifications specified are in general and the contractors have to carry out the entire scope of work in a workman like manner. First cover of (i.e. Part I) of tender will be opened at 3.00 p.m. on 10.08.09 in the presence of tenderers or their representative, who may choose to be present. Part II tenders of only those tenders which meet the requirements of the Bank will be opened afterwards, for which the date and the time will be communicated to the concerned tenders. The un-opened tenders will be returned to the respective tenders.

4. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the part II of the tender, which may be extended by mutual agreement and the tender shall not be cancelled or withdrawn during this period.

5. The tenderer must use only the forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.

6. The tender form must be filled in English or Hindi and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

7. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of this condition will render the tender void at the Bank's option. No correspondence whatsoever, especially on any changes in rates/specifications will be entertained.

8. Each page of the Tender Documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions of

Contract, General Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.

9. The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of accompany. Otherwise the tender may be rejected by the Bank.

10. The Earnest Money deposit of **Rs. 24,000/- (Rupees Twenty Four Thousands only)** by a Demand Draft issued by a Schedule Bank drawn in favour of NABARD, Mumbai shall only be accepted by the Bank. A tender, which is not accompanied by EMD i.e. Demand Draft will not be considered. The EMD paid by the successful tenderer shall be held by the NABARD as security deposit for execution and fulfillment of the contract. No interest shall be paid on this deposit. The Earnest Money deposit (EMD) of the successful tenderer shall be converted into security deposit (SD). An amount equal to 5% of the total value of work done will be deducted from Running A/c bills by the Bank as Retention Money Deposit (RMD). The EMD shall be released after Virtual completion of the work and the rest RMD shall be released after satisfactory completion of defect liability period of 12 months after due certification of the Bank's Engineer.

11. NABARD does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. NABARD also reserves the right to divide the order between two or more tenderers and the contractors shall carry out even the part orders for various items.

12. The NABARD reserves the right to subdivide the work mentioned in the tender, among two or more contractors at its own discretion and the contractors will have to execute the orders for part of the items placed with them at the quoted rates. The NABARD also reserves the right to increase or decrease the quantities and even omit any items of work after the order is placed and the Contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self supporting and relevant.

13. On receipt of intimation from the NABARD of the acceptance of his/their tenders, the successful tenderer shall be bound to sign the formal contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions. But the written acceptance by the NABARD will be binding on the contractor whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer.

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

15. The Contractors shall carry out all the work strictly in accordance with the drawings, and design and as per detailed instruction of Bank's Engineer. If in the opinion of the Bank's Engineer, changes have to be made in the design and with the prior approval in writing of the

Employer they desire the Contractor to carry out the same, the contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.

16. The Schedule of Probable Quantities is liable to alterations, as per Bank's requirement. Each tender should contain not only the rates but also the amount of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

17. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information, which may be necessary for the purpose of making tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

18. The rates quoted in the tender shall include for all charges for material, tools and plant, labour scaffolding and disposing the debris generated out of the Bank's premises, etc. The rate shall also be firm and shall not be subject to exchange variations, labor conditions, fluctuation in railway freights or any condition whatsoever. Tenders must include in their rates, insurance charges, value added tax, Cess, sales tax, excise duty, octroi and any other tax and duty or other levy whether existing of future, levied by the Central Government or any State or Local Authority if applicable. No claim in respect of Sales tax, excise duty, octroi, VAT or other taxes, duty or levy whether existing or in future, shall be entertained by the Employer.

19 The Contractor should note that, unless otherwise stated the tender is strictly on item rate basis and their attention is drawn to the fact that, rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. The contractor shall bring it to the notice of the Employer in case of any extra items not mentioned in the Schedule of Quantities during the course of the work and shall only carry out same on written approval of Bank's Engineer.

20. The contractors shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays any be, including delays arising out of modifications to the work entrusted to them or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect thereof. The employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

21. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.

22. The successful tenderer must cooperate with any other contractor appointed by the employer so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Bank's Engineer.

### **23. Defect Liability Period**

The entire work should be guaranteed for a period of 12 months inclusive of one monsoon from the date of Virtual completion of work. The RMD 5% deducted from the bills will be withheld during this period and will be returned only after satisfactory completion of DLP.

Any defects or fault which may appear during the DLP from materials or workmanship shall be rectified within a reasonable time, by the contractor at this own cost. In case of default the Bank may employ and pay other persons to amend and make good such defects/fault and damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any moneys due or that may become due to the contractor.

24. The Contractor shall arrange to get all the samples of materials to be used in the work approved from the Employer. All the materials/components used for carrying out the work shall be new and of best quality.

25. Time shall be considered as the essence of the contract. The entire work shall be completed within 3 months from the 10th day of the date of work order. If the work execution extends during rains, the contractor shall take all necessary care by covering the green works with plastic sheet so that content of cement does not wash away. The contractors shall keep the necessary records of loss of days due to heavy rains duly signed by the Bank's Engineer in the Hindrance register, only this approved period/days of hindrance would be considered for accounting the extension of time in case of any time overrun. The contractors shall strictly follow the schedule so as not to have any time over run in any case, failing which liquidated damages , at the rate of 0.25% of the contract value per week up to a maximum 5% of the contract value shall be levied. If the external painting is decided to be done after rains, the break period would not be accounted for accessing the time period as scheduled.

26. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the specified period or fails to keep the programme of the work given by the contractor and approved by the Bank.

### **27. Mode of payment**

The Payment shall be made through R.A. bills for actual quantity jointly measured as the work progresses. Minimum value of each RA bill shall be Rs. 5.00 lakhs. Retention money deposit (RMD) of 5% of each bill shall be deducted.

28. In all matters of dispute arising on the work, the matter shall be referred to Chief General Manager, Premises Department, NABARD, Mumbai for decision. If this decision is not acceptable to the party, then the same shall be settled as per the Arbitration Act.

29. Electricity will be provided free of cost to the contractors. For water, they shall make their own arrangement at site. The power may be made available at one point and the contractor has to arrange to tap the supply following all the safety measures.

30. Unless otherwise agreed upon, the payment for the work to be executed under the contract shall be as stated in the Bill of Quantities.

31. Any material damaged on arrival at site shall be promptly replaced by new, unless the Bank's Engineer immediately upon its arrival inspects the damaged materials and agrees in writing to accept provisionally or otherwise.

32. Materials to conform to specifications - Tests of Material Work etc.

i) All materials and workmanship shall so far as procurable conform strictly to requirements in accordance described in the schedule with "Bank's Engineer's Instructions" and the contractor shall upon the request of the Bank's Engineer furnish proof to his satisfaction that they so confirm and if required shall also furnish all invoices, accounts, receipt and other vouchers for the purpose.

ii) In the case of all products which are in the approved lists of the BSI, no material will be collected at site which does not bear the ISI mark (the institution's affix should be found on the material).

33. Some of the tender items are provided with provision of basic rates. Price adjustment will be done on either side based on actual price of the material considering the actual measured quantity + 5% wastage only. Contractors shall provide necessary documentary evidence in the form of actual paid bills to the Bank for this settlement.

34. The rate shall suitably include for disposing the surplus debris out of the premises and handing over the entire completed work in neat and clean condition. Any damages to the property of the Bank, its employees or their guests will have to be borne by the contractor.

### **35. Insurance Clauses**

The Contractor shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated subcontractor employees whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to road, streets, footpaths, bridges or ways as well as all damage cause to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

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

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expenses arrange to effect and maintain until the Virtual completion of the contract with an approved office, policy of insurance in the joint names of the Employer and the contractor against such risk and deposit such policy or policies with the Employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the Employer whether under the workmen's compensation act or any other statutes in force during the currency of this contract or act common law in respect of any employee of the contractor or any subcontractor and shall at his own expense effect and maintain, until the Virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The minimum limit of the coverage under the third party insurance policy shall be Rs. 2/- lakhs per person for any one accidental or occurrence and Rs. 5/- lakhs in respect of damage to property for any one accident or occurrence.

The contractor shall be responsible for any thing, which may be excluded from the insurance policies above referred to and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify the employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising occurring from or in respect of any such claims of damage from any or all sums due or to become due to the contractor.

In addition to the above, the contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.

I/We hereby declare that I/We have read and understand the above instruction and the same will remain binding upon me/us in case the work is entrusted to me/us.

Place :

Date :

Signature and Seal of the Contractors



## Articles of Agreement

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the NABARD, C-24, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

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WHEREAS the Employer is desirous of carrying out the work **Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel** and has caused drawings and specifications describing the works to be done to be prepared by Bank.

AND WHEREAS the said Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at 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 of the said Contract Amount to be paid at the times and in the manner set forth of the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and describe in the said Specifications and Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable at the times and in the manner specified in the said Conditions.
3. The NABARD will administer and directly arrange for supervision of works, certification of bills, making payment and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clause 3 above).
4. The said conditions and appendix thereto 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 perform the agreements on their part respectively in the said Conditions contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
6. The Contract is neither a fixed Lump Sum Contract nor a Piece of Work Contract but a Contract to carry out the work in respect **Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel** to be paid for according to actual measure

7. The Contractor shall afford every reasonable facility for the carrying out of all works in the manner laid down in the said conditions shall afford every reasonable facility for the carrying out of all works in the manner laid in the said conditions and shall make good any damages to walls, floors, etc. after the completion of such works.

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

9. Time shall be considered as the essence this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 3 months subject nevertheless to the provisions for extension of time.

10. All payments by the Employer under this Contract will be made only at Mumbai.

11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Navi Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.

12. That all the parts of this Contract have been read by the Contractor and fully understood by the Contractor. The contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered by the Specific written instructions from the Bank.

IN WITNESS WHEREOF the Employer	If the Contractor is a partnership or an
and the Contractor has set their respective	individual.
hands to these presents	and two duplicates
hereof the day and year	first hereinabove written.

IN WITNESS WHERE OF THE Employer	If the above contractor is a Company.
has set its hands to these presents through its	
duly authorised official and the Contractor has	
caused its common seal to be affixed hereto	
under and the said duplicates/has caused these	
presents and the said two duplicate hereof to	
be executed on its behalf, the day and year	
first hereinabove written.	

Signature Clause

SIGNED AND DELIVERED BY NABARD by the hands of \  
Shri \_\_\_\_\_

\_\_\_\_\_  
(Name and Designation)  
in the Presence of \_\_\_\_\_

(1)  
Address

(2)  
Address

Witness

SIGNED AND DELIVERED BY \_\_\_\_\_  
in the presence of \_\_\_\_\_

If the part is partnership firm or an  
individual should be signed by all  
or on behalf all the partners

(1)  
Address

(2)  
Address

Witness

THE COMMON SEAL OF

was hereunto affixed pursuant to the resolutions  
passed by its Board of Director at the Meeting  
held on \_\_\_\_\_ in  
the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Directors who have signed these presents in  
token there of in the presence of

If the Contractor signs its common seal,  
the signature clause should tally with the  
sealing clause in the Article of Association

(1) \_\_\_\_\_

(2) \_\_\_\_\_

SIGNED AND DELIVERED by the Contractor  
the hands of Shri \_\_\_\_\_

and duly constituted attorney.

If the Contractor is signing by hands of by  
Attorney.

Whether a company or individual

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

**Tender for : Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel**

**SECTION 'C'**

**Scope of work in brief :**

- 1) NABARD's quarters/flats at Nestle-II, Lower Parel, Mumbai. has Stilt + 6 upper floors including parapet are having balconies for Living Room and Bed Room. This building was constructed in 1987 and is nearly 22 years old.
- 2) The grills are proposed to be provided in both the balconies of the flat as per the sample available in the office, made up of aluminium components such as grill, pipe and flat.
- 3) The whole assembly is to be powder coated with thickness not less than 45 micron.
- 4) The panel of the grill is to be not more than 1200 mm on both ways.
- 5) The whole grill is to be fixed on the external top and bottom facie of the balcony with wooden pin and non coroded screws etc. as directed.

Date :

Place :

Signature and Seal of the Contractors

# NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

## SECTION 'D'

### **Tender for : Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel**

#### **General conditions and Brief Scope of Work**

##### **A) General conditions**

1. Copy of the every consignment of the material Proforma/Bill/Delivery Voucher is to be submitted to the office/officers.
2. The random samples are to be taken in the presence of officer/s and submitted to the office of all aluminium components.
3. The power coating is to be done as per the standard procedure as per colour approved by the Bank.
4. The sample is to be made for both the balconies and is to be shown to the Bank's officers for approval before proceeding further in the execution of the work.
5. A qualified, experienced and responsible full time supervisor shall be posted at site that can receive instructions, maintain account of materials etc. take decisions at site, without waiting for the instructions of the Contractor.
6. Curing chemicals are only to be used for repairs of RCC members as per the specifications / instructions of Manufacturers and water curing shall be adopted for waterproofing plaster etc. for subsequent work.
7. All the materials brought to site shall be entered in Stock Register immediately on arrival and both, the Contractor as well as the Bank's Engineer shall maintain account. Also the account of daily consumption shall be maintained and the same shall be subjected to surprise check of the Bank's Official.
8. No mortar shall be mixed on the ground and proper platform shall be provided for such purposes including for the machine mixed Concrete/mortar.
9. Earnest Money Deposit shall be released on issue of Virtual Completion Certificate and the balance Retention Money shall be released after one year or one Monsoon whichever is later period of defect liability.
10. The rates quoted shall include removing and re fixing up of all the pipelines like water supply, Rainwater, Gas, Soil and Waste lines etc. and no extra claim will be entertained in this regard.
11. The contractors should visit the site and understand the scope of work before quoting for this work.
12. All precautions and safety measures are to be observed while executing the work as per standard safety norms. All the windows/ventilators are to be properly covered to avoid entry of dust/debris etc. till the entire work in the particular building is completed.
13. No lapses from the contractor's side, which may cause damage to the property and injury to the occupants/ neighbors in the opinion of the Bank's Engineer, shall be permitted.

14. All insurance covers as per the tender provisions should be taken and submitted to the Bank before commencement of the work.
15. The work has to be carried out with least inconvenience to the occupants and no work can be permitted beyond normal working hours i.e. before 9.00 a.m. and after 6.00 p.m.
16. Program should be submitted before commencement of work so as to enable the Bank to initiate the occupants in advance for smooth working and better progress and the time schedule should be strictly adhered to for each building.
17. No laborers shall be permitted to stay inside the premises after working hours.
18. The contractor has to obtain permission from the local authorities as per the existing local bye-laws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and drainage charges.
19. Electricity will be provided free of cost to the contractors. For water, they shall make their own arrangement. The power may be made available at one point and the contractor has to arrange to tap the supply following all the safety measures.
20. The contractor should have valid labour license from Labour Commissioner wherever the number of laborers engaged is 20 or more.
21. VAT & Income Tax etc. shall be deducted at sources as per the laws prevailing on date of payment. Contractors shall suitably include all these taxes including service tax while quoting the rates. No claims for any additional payments on account of any taxes or levies whether existing or in future will be entertained under any circumstances.
22. The contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed as per the procedures of Bank's Security Establishment.

Date :

Place :

Signature and Seal of the Contractors

**Section 'E'**

**Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel**

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms and Conditions</b>
1	Validity of Tender	90 Days from the date of opening of Part-II of Tender
2	EMD	By demand draft of Rs. 24,000/- in favour of NABARD, Mumbai
3	Prices / Rates	Shall be workable and remain firm for the entire period of contract
4	Completion Period	3 months from the 10th day of date of issue of work order
5	Liquidated Damages	0.25% of contract value per week subject to a maximum of 5% of contract value.
6	Defect Liability Period	12 Months from the date of virtual completion of work
7	Terms of Payment	As specified in para-27 of Section - B
8	Tender Forms	Whether all pages of Bank's tender forms have been stamped and signed

Date :

Place :

Signature of Contractor with Seal

## Section 'F' - Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
3. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

Date :

Place :

Signature of Contractor with Seal

TENDER DOCUMENT FOR  
PROVIDING AND FIXING PIGEON GRILL IN THE BALCONIES FOR STAFF  
QUARTERS AT NESTLE-II, LOWER PAREL,  
MUMBAI

VOLUME - II

PREMISES DEPARTMENT  
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
NABARD BUILDING, II-FLOOR, A & B WINGS,  
PLOT NO. C-24, "G" BLOCK,  
BANDRA- KURLA COMPLEX, BANDRA (E),  
MUMBAI- 400051

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

**Tender For**  
**Providing and fixing of pigeon grills in the balconies for staff quarters at Nestle-II, Lower Parel**  
**Schedule of Quantities**

It. No.	Description of Item	Qty.	Unit	Rate Per Unit	Amount
1	<p>P/F Aluminium grill as per sample available in the office for balconies on the top &amp; bottom external facie of living room and bed room as specified below.</p> <p>a. Aluminium grill assembled from aluminium component of pipe of section 38 mm X 25 mm of medium weight, flat of section 25 mm X 2.5 mm and grill as per sample.</p> <p>b. All the aluminium components are to be powder coated of standard thickness(45 micron) and approved colour.</p> <p>c. The assembly is to be done as per sample and directed.</p> <p>d. The grill is to be fixed with wooden pin and non corrosive screws as directed on RCC member / Brick Work etc.</p> <p>e. All the panels are not to be more than 1200 mm on both sides.</p>	4,000	kg		
<b>TOTAL</b>					

Rupees ( \_\_\_\_\_ )

**Place :**

**Signature and seal of the Contractors**

**Date :**