

LETTER OF SUBMISSION OF TENDER FROM THE CONTRACTOR

THE CHIEF GENERAL MANAGER
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
JAMMU AND KASHMIR REGIONAL OFFICE,
B -2, 4TH FLOOR, SOUTH BLOCK
BAHU PLAZA COMPLEX, JAMMU

DEAR SIR

ALTERATIONS AND IMPROVEMENT WORKS IN THE 3 FLATS AT NABARD Gram, Channirama

(1) I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.

(2) I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender,

(3) I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

(4) I / We agree to pay interest-free Earnest Money Deposit (EMD) for ₹10000/- (Rupees ten Thousand only) by Pay order/ Demand Draft payable at Jammu in favour of National Bank for Agriculture and Rural Development if we come L-1 and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.

(5) I / We agree to pay all Government (Central and State) Taxes such as Sales Tax, Works Contract Tax, Excise Duty, Octroi, service tax etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same.

(6) The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever.

(7) Should this Tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

NAME OF THE PERSON

AUTHORISED TO SIGN AND

SUBMIT THE TENDER

I) _____

II) _____

Documentary proof in respect of Letter of Authority / Power of Attorney to be enclosed along with the Tender.

PLACE :

YOURS FAITHFULLY

DATE :

NAME AND ADDRESS OF THE

TENDERER

(SIGNATURE OF THE TENDERER)

NAME AND SEAL

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

ALTERATIONS AND IMPROVEMENT WORKS IN THE 3 FLATS AT NABARD Gram, Channirama

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
5. Materials used should conform to relevant BIS Codes. BIS and CPWD 2009 Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD will be final.
6. The items not covered in the BOQ of the Contract Document shall be paid at the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP plus Works Contract Tax as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
7. Income Tax, service tax, Works Contract Tax and other taxes as applicable will be deducted from total payment due to the Contractor.
8. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and Experience in their trade.
9. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons employed by him.
10. The insurance policy should be for WC and CAR, and it should be in favour of NABARD as first party and contractor as second party. The period shall be from the date of start of the work and till the expiry of defect liability period.
11. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
12. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Construction / Maintenance Contract and NABARD will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.

13. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.

14. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

15. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.

16. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet NABARD's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.

17. The Contractor should provide uniform to his workers engaged at site. The Contractor should arrange to issue photo identity card to his workers.

18. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.

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

20. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount / s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

21. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

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

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

entry of the workers to the premises, interpersonal relation with the occupants etc.

24. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.

25. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.

26. On site storage space will be provided to the Contractor subject to availability. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space as per exigency without any extra cost to NABARD.

27. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.

28. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

29. Any defect which may appear within the Defect Liability Period of 12 months after the completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.

30. The Tenderer shall enclose a Demand Draft / Pay order for ₹10000/- (Rupees ten thousand only) drawn in favour of National Bank for Agriculture and Rural Development payable at Jammu towards Earnest Money Deposit (EMD). In case of successful Tenderer, the EMD will be retained with NABARD and, will be refunded on completion of contract. In case of unsuccessful Tenderers, the EMD will be refunded only on Award of Contract. The EMD / SD will not bear any interest. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any Tender not accompanied by the EMD will be rejected.

31. RETENTION MONEY DEPOSIT (RMD)/ SECURITY DEPOSIT (SD) : 5% of the gross value of the work done and claimed in each Running Bill and Final Bill. This amount shall not bear any interest. The RMD already with NABARD shall be taken into account and adjusted towards Security Deposit while settling the Final Bill, for each flat. The SD will not bear any interest and will be refunded after Defects Liability Period of 12 months from the date of Virtual Completion of works for each flat, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD.

32. DEFECTS LIABILITY PERIOD : Twelve (12) months from the date of Virtual Completion of works in each flat certified by NABARD.

33. VALIDITY OF OFFER : 90 Days from the date of opening of the Tenders.

34. LIQUIDATED DAMAGES : 0.25% of the work value in each flat/work accepted Tender Value per week or part of the week subject to maximum of 5% of the value of work in each flat.

35. PAYMENT OF CONTRACTOR'S BILL : Payment will be made only after completion of the work in the given flat. He can raise maximum three bills for the work. Each bill should mention the work order issued by the Bank. It may be noted that no advance/ adhoc bill shall be paid.

36. Completion period: The period of completion shall be 30 days from the date of handing over of the flats.

37. Additional Terms and Conditions will be as per enclosure.

I / We accept all the above Terms and Conditions in all respects without any Reservation.

PLACE :

DATE :

(SIGNATURE OF THE TENDERER)

ADDRESS :

NAME AND SEAL

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

TERMS AND CONDITIONS

1. The Quotation / Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay / loss in post or non receipt of Quotations / Tender Documents.
4. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly superscribed with name of work and due date of opening and should be submitted in the prescribed Tender Box in the Office of **THE CHIEF GENERAL MANAGER, NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, JAMMU AND KASHMIR REGIONAL OFFICE, B -2, 4TH FLOOR, SOUTH BLOCK BAHU PLAZA COMPLEX, JAMMU**

The last date of receipt of Tender is on or before 14.30 hours on 03.01.2011. Tenders will be opened on the same date i.e. on 15.00 hours on 03.01.2011 or at a later date convenient to NABARD.

5. Bids submitted by unauthorised agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
6. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
7. Rates should include for removal of debris out of premises to the safe BMC limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's Engineer, the Bill will not be accepted.
8. Income Tax and Works Contract Tax as applicable will be deducted from any payment due to the Contractors.
9. The Security Deposit/ RMD will be released only after the expiry of the Defect Liability Period which will be twelve (12) months after the date of Virtual Completion of work in each flat, as certified by NABARD's Engineer and the same will not bear any interest.
10. Quantities mentioned in the schedule of quantities may vary to any extent or may be deleted without assigning any reasons and as such, the rates quoted should be firm, workable, reasonable and should include all kinds of Taxes, Duties, Work Contract Tax, Octroi, service tax etc. as applicable on the date of bill, overheads and profit etc. No separate charges for carriage or labour would be made. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance. In case of any variation in quantity or value, the same will not be made as a subject matter for dispute by the Bidder / Tenderer.
11. The BIS / CPWD 2009 specifications shall be followed as applicable and in the absence of the same, the decision of NABARD shall be final.

12. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines, scaffolding etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.

13. If last date of receipt of Tender / Quotation and opening date is a closed holiday for NABARD, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.

14. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviatonal Tenders may be rejected without making any reference to the Tenderers.

15. The Tenders will be opened in the presence of such Tenderers or their authorized representatives who choose to be present.

16. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.

17. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.

b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.

c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.

18. No advance shall be paid towards mobilisation and cost of materials. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect NABARD's staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.

(b) The Contractor should take necessary Insurance cover at his cost for his persons employed at site. (Third Party Insurance and Workmen's Insurance as per Rules).

(c) Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.

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

21. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.

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

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

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

25. The decision of NABARD in awarding the work shall be final and can not be subjected to arbitration.

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

27. NABARD also reserves the right of supersession of any of the conditions stipulated in the Tender Document.

28. Rates quoted by the contractor shall be valid for 90 days from date of opening of tender and may be extended further with mutual consent of NABARD and the contractor. Individual work order in respect of each flat shall be issued at the discretion of NABARD, subject to availability of the flat. The quantum of work actually required to be executed and Time required for completing the work in a particular flat will be indicated in the said order and the Contractor will have to complete the work accordingly.

29. Contractors may note that the flats are occupied by Bank's Officers and they have to carry out the work in cooperation with other contractors causing least disturbance to the occupants.

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

ADDRESS:

(SIGNATURE OF THE TENDERER)

NAME AND SEAL