

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
GUJARAT REGIONAL OFFICE, AHMEDABAD**

FORM OF TENDER

Place : Ahmedabad

Date : _____

The Chief General Manager
The National Bank for Agriculture and Rural Development
NABARD Tower
Opp. Municipal Garden
Usmanpura
Ahmedabad - 380 013

Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter 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 within the time specified in the said memorandum at the rates mentioned in the attached 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 Conditions of Contract and with such materials as are provided for, and in all other respects and in accordance with such conditions so far as they may be applicable.

MEMORANDUM

1 Description of works	Renovation of Ground floor and First floor at NABARD Tower, Usmanpura, Ahmedabad
2 Estimated Cost	Rs. 10,00,000/- (Rupees Ten Lakh only)
3 Earnest money	Rs 20,000/- (Rupees Twenty Thousand only)
4 RMD	RMD 5% as retention money deposit (RMD) will be deducted from each Running Account bill
5 Time allowed for completion	30 days from tenth day of written order to commence work or from the date the site is handed over, whichever is later.

i. I/We hereby agree to abide by 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

and pay to the National Bank for Agriculture and Rural Development, Ahmedabad the amount mentioned in the said conditions.

ii. I/We have deposited a sum of **Rs.20,000/-** (Rupees Twenty Thousand only) as Earnest Money with the National Bank for Agriculture and Rural Development, Ahmedabad, which is not to 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 National Bank for Agriculture and Rural Development , Ahmedabad .

iii. Our bankers are :

- (i)
- (ii)

iv. The list showing the particulars of large works carried out and the names of manufacturers of specialised items as required under clauses 16 and others as per special conditions are enclosed. Proforma I (Basic Information) and Proforma II (Experience) duly filled are also enclosed.

v. Our PAN is :

The names of partners of our firm are

- (i)
- (ii)

Name of the partner of the firm authorized to sign
OR

Name of person having Power of Attorney to sign the contract.
(Certified true copy of the Power of Attorney should be attached)
Yours faithfully

(Signature of Contractor)
(Signature and addresses of witness)
(1) _____

(2) _____

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made _____ this day _____ of between the National Bank for Agriculture and Rural Development, NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad - 380 013 having its Head Office at Mumbai (therein after called “ the Employer”) of the one part and(hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out the work of “Renovation of Ground floor and First floor at NABARD Tower, Usmanpura, Ahmedabad” and has caused specifications describing the work to be done at NABARD Tower, Usmanpura, Ahmedabad

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 the work/s subject to the condition set forth herein and to the Conditions set forth in the Special Conditions and the Schedule of Quantities and Condition of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (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 time and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the work shown upon the said location and described in the said specifications and the 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. In the said conditions herein before mentioned, the Chief General manager/ Officer In-Charge of NABARD shall act on behalf of the Employer.
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 contained in the said conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.

6. This Contract is neither a fixed lump sum Contract nor a piece work Contract but is a Contract to carry out the work in respect of Renovation of Ground floor and First floor at NABARD Tower, Usmanpura, Ahmedabad to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said Conditions.

7. The Contractor shall make good, as per existing, any damages caused to walls, floors, etc. on account of flooring work after completion of such works.

8. The Employer reserves to himself the right of altering the 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 of this Contract and the Contractor hereby agrees to commence the work from the date site is handed over to him or from tenth day of the date of issue of formal works order as provided for in the said conditions whichever is later and to complete the entire work within **30 days** subject nevertheless to the provisions for extension of time.

10. All payments by the Employer under this contract will be made only at Ahmedabad

11. 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 jurisdiction to determine the same.

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

IN WITNESS WHEREOF the Employer and Contractor have set their respective hands to these presents and two duplicates hereof, the day and year first herein above written.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day & year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural development by the hand of Shri

(name and designation)

in the presence of

(1) _____
Address _____

(2) _____
Address _____

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

SIGNED AND DELIVERED BY _____
_____ in the presence of

(1) _____
Address _____

(2) _____
Address _____

Witnesses

THE COMMON SEAL of _____

(If the contractor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association)

was hereunto affixed pursuant to the resolutions passed by its Board Of Directors at the meeting held on _____ in the presence of

(1) _____
(2) _____

Directors, who have signed these presents
in token thereof in the presence of

(1) _____
(2) _____

Signed and sealed by the contractor by the hand
of Shri _____
and duly constituted attorney.

If the contractor is signing by the hand of power of attorney, whether a company or individual

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. Sealed Item Rate Tenders in duplicate shall be addressed to The Chief General Manager, National Bank for Agriculture and Rural Development, Gujarat Regional Office, NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad - 380 013 and superscribed " Renovation of Ground floor and First floor at NABARD Tower, Usmanpura, Ahmedabad" and sent so as to reach him not later than 03.00 PM on 25/06/2010. The Contractor should clearly indicate on each copy of the tender, under their full signature whether it is the original or duplicate copy.
2. No tender will be received after *03.00 PM* on 25/06/2010 under any circumstances whatsoever.
3. (a) Tenders (Part 1) will be opened at *03.30 pm* on the same day at his office by Chief General Manager, National Bank for Agriculture and Rural Development, Gujarat Regional Office, Ahmedabad or any other officer designated for this purpose by him in the presence of the Contractors or their representatives, should they choose to be present. The date of opening of price bid Part II of the eligible firms will be the same day.
(b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.
(c) The Contractor must use only the forms issued by the Employer to fill in the rates.
4. (a) The tender form must be filled in English 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.
(b) Rate should be quoted both in figures & words in the columns specified. The Contractors should quote the rates for each item. All erasures and alterations made while filling the tender must be attested by initials of the Contractors. Overwriting of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
(c) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the general conditions of Contract specifications, special conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.
(d) The tender submitted on behalf of a 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. Otherwise the tender may be rejected by the Bank.
5. The National Bank for Agriculture and Rural Development, Ahmedabad 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.

6. (a) Intending Contractors shall pay as earnest money a sum of **Rs.20,000/-** (Rupees Twenty Thousand only) by way of demand bank draft drawn on a Scheduled Bank and payable at Ahmedabad in favour of the National Bank for Agriculture and Rural Development. The earnest money will be returned to the Contractor if his tender is not accepted but without any interest, after finalization of work order.

(b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.

7. The Earnest Money Deposit by the successful Contractor shall be held by National Bank for Agriculture and Rural Development as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.

8. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful Contractor shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement on the lines of draft agreement but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the person so tendering, whether such formal agreement is or is not subsequently executed.

9. (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfillment of the Contract by the Contractor, 5% of the value of work done will be deducted by the Employer from each running account bill to be raised by the Contractor, until the retention money and the earnest money deposit together amount to 5% of contract value. Subject to what is contained in the provision of Clause 23, the employer will release this 5% amount after rectification of defects pointed out during the defects liability period. The amount retained by the employer shall not bear any interest.

(b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the retention money if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted and such amount where the earnest money and the retention money falls short.

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

11. A schedule of quantities in respect of each item and specifications accompany these special conditions. The schedule of quantities is liable to alternation by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

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

14. The rates quoted in the tender shall include all charges for double scaffolding, centering, hire charges for any tools and plants, labours, materials, marking out and clearing of site etc as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. The Contractors must include in their rates, service tax, excise duty, octroi, VAT and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of sales tax, excise duty, VAT, octroi or other tax duty or levy shall be entertained by the Employer.

15. The Contractor should note that unless otherwise stated, the tender is strictly on item rate basis and his 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.

16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day of written order to commence the work is issued or from the date the site is handed over, whichever is later. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 27 of the conditions of contract.

17. Tenders will be considered only from recognised bonafide Contractors in the trade.

18. Special attention of the Contractor is drawn to the items in the schedule of quantities; the rates and amounts for these items shall be duly filled in and Contractor is informed that his tender will not be considered unless the rates are given for these items. The Employer reserves to himself the right to adopt any of the items either in scrutinizing and deciding upon the tender or later when the works are being executed.

19. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work, whatever the cause of delay may be, including delay arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delay 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 purposes 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.

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

21. The successful Contractor must co-operate with the other Contractors, if any, appointed by the employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

22. The Employer will provide water and power required for the work free of cost at a suitable point and the Contractor shall make his own arrangement to carry the same as required. The Contractor should ensure that the water and power facility provided by the employer are not wasted.

23. The Employer will also provide suitable space for storage of materials etc required for the work free of cost. The Contractor should ensure that the space provided by the employer is used for execution of the works only.

24. The security deposit of the successful Contractor will be forfeited if he fails to comply with any of the conditions of the contract.

I/We hereby declare that I/we have read and understood the above instructions for the guidance to tenderers.

Signature of Contractor.....

Address

.....

.....

Date

ANNEXURE `A`

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground. The workmen should be provided with safety equipment like safety belts, helmets etc. as required on site.
4. No portable single ladder shall be over 8 meters in length. The width between the said 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 metres of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-glove.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. Suitable face masks should be supplied for use by the workers when such items are being laid/cut.
11. Overalls shall be supplied by the Contractor to the workers and adequate facilities shall be provided to enable the workers to wash during the periods of cessation of work.

12. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

14. THE CONDITIONS HEREIN BEFORE REFERRED TO

1) In construing these conditions, the specifications, schedule of quantities and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires :-

a. **Employer** shall mean National Bank (NABARD) and shall include its assigns and successors.

b. **Contractor** shall mean and shall include his/their legal representative, assigns or successors.

c. **Site** shall mean the site of the contract works / including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the contractor's use.

d. **This Contract** shall mean the articles of agreement, the special conditions, the conditions, the appendix, the schedule of quantities and specifications attached here to and duly signed.

e. **Notice** in writing; Written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

f. **Act of insolvency** : shall mean any act of insolvency as defined by the presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

g. **The works** shall mean "Renovation of Ground floor and First floor at NABARD Tower, Usmanpura, Ahmedabad" as detailed in Schedule of Quantities for the Employer at National Bank for Agriculture and Rural Development as provided herein.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

2) The Contractor shall carry out and complete the said work in every respect in accordance with the contract and with the directions of and to the satisfaction of the Employer. The Employer may, in his absolute discretion and from time to time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Employer's instructions" in regard to :-

a. The variations or modifications of the quality or quantity of works or the addition or omission or substitution of any work.

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

- c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The dismissal from the works of any person employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause 23.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, they shall be deemed to be Employer's instructions within the scope of the contract.

3) The contract shall remain in the custody of Employer and shall be produced by him at his office as and when required by the Contractor. The contractor on the signing thereof shall be furnished free of cost with a certified copy of the agreement.

4) The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specification taken together whether the same may or may not be particularly shown or described therefrom, and if the contractor finds any discrepancy in writing, refer the same to the Employer who shall decide which is to be followed.

5) The Contractor shall conform to the provisions of any act of the legislature relating to the works, and to the Regulations and Bye-Laws of any authority and of any water, lighting and other companies, and shall before making any variations from the specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the contractor shall not within ten days, receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-laws, in question and any variation so necessitated shall be dealt with under clause No.16. The contractor shall bring to the attention of the employer all notices required by the said acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the employer. The contractor shall indemnify the employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

6) The contractor shall maintain in a readily accessible place, first-aid appliances including an adequate supply of sterilized dressings and cotton wool. In case of injury, arrangements should be made by the contractor to take the injured person to the nearest hospital without loss of time.

7) Suitable and strong scaffoldings should be provided for workmen for all works that cannot safely be done from ground or from solid construction. When a ladder is used, the contractor for holding the ladder shall engage an extra mazdoor. No portable single ladder shall be over 8 metres in length. The width between the said rails shall not be less than 30 cm (clear) for length upto 3 metres, for every additional metre, 5 cms. increase in width shall be provided. The distance between two adjacent rungs shall not be more than 30 cms.

8) Adequate precautions shall be taken to prevent danger from electrical equipments.

9) No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.

10) The contractor shall set out the works and shall be responsible for executing the renovation of ground floor and first floor at NABARD Tower, Usmanpura, Ahmedabad as mentioned in the tender document or as decided by NABARD officials.

11) All materials and workmanship shall so far as procurable be of the respective kinds described in the schedule of quantities and/or specifications and in accordance with the Employer's instructions, and the contractor shall, upon the request of the Employer, furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall, at his own cost, arrange for and/or carry out any test of any materials which the Employer may require.

12) The Contractor shall give all necessary personal superintendence during the execution of the work, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the appendix hereto. The contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanation, instructions or notice given by the employer to such representative shall be held to be given to the contractor.

13) The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconducts himself, and such person shall not be again employed on the work without the permission of the Employer.

14) The Employer and their respective representatives shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are lying or from which they are being obtained, and the contractor shall give every facility to the employer, and their representatives necessary for inspections and

examination and test of the materials and workmanship. No unauthorised person shall be allowed on the works at any time.

15) The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share thereof or interest therein without the written consent of the employer; and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

16) No alteration, omission or variation shall vitiate this contract but in case the employer think proper at any time during the progress of the works to make any alterations in or addition to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing and under his hand to the contractor, the contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the contractor shall not do any work extra to or make any deviations from any of the provisions of the contract, stipulation, specification without the previous consent in writing of the employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the employer in accordance with the provisions of clause 20 hereof, and the same shall be added to or deducted from the contract amount accordingly.

17) The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof ascertained under clause 20 hereof shall be added to or deducted from the contract amount (as the case may be) provided that there shall be no rectification of error in the contractor's schedule of rates.

18) The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

19) The employer may from time to time intimate to the contractor that he requires the works to be measured; and the contractor shall forthwith attend or send a qualified agent to assist the employer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. The mode of measurements shall be as detailed out under para 'mode of measurement' in the chapter specifications in this tender. Should the contractor not attend or neglect or omit to send such agent then the measurement taken by the employer or a person approved by him shall be taken in accordance with the standard method of measurements.

The Contractor or his agent may at the time of measurement take such notes and measurements as he may require.

20) Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of works thus ascertained are less or greater than the quantities or amounts specified for the works in the Priced Schedule of Quantities and / or tender or that any variation is made, the valuation of such Quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules :

(a) (i) The net rates or prices in the original Tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.

(b) The net prices of the original Tender shall determine the value of the items omitted provided if omissions vary, the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub clause (c) hereof.

(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or Tender or for any item of the works involves loss of expense beyond that reasonably contemplated by the Contractor, is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

(d) Where extra work can not be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Schedule of Quantities or; if not so stated then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time and materials employed be delivered for verifications to the Employer or his representative at or before the end of the week following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within 6 months of the completion of the Contract works as defined in Clause 23 hereof.

21) Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed, except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss or damage to such materials.

22) The Employer shall, during the progress of the works, have power to order in writing from time to time, removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the specification or the instructions of the Employer, the substitution of

proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the specification or instructions; and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expenses consequent or incidental there to shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

23) Any defects or other faults which may appear within the "Defects Liability Period" stated in the appendix hereto or, if none stated, then *within 12 months* after the virtual completion of the work arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing from the Employer, and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost and in case of default the Employer may employ and pay other person to rectify and make good such defects, or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted from the retention/earnest money and/or any other amount which may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from such moneys a sum equivalent to the cost of amending such work. In the event of the said amount being insufficient, the Employer may recover the balance from the Contractor, together with any expense the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 15, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof.

24) The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of virtual completion mentioned in such certificate.

25) The Contractor shall be responsible for all injury to person, animals or things, and for all structural and decorative damages to property which may arise from the operation or neglect of himself or damages arising from carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contract. This clause shall be held to include, inter alias, any damages to roads, streets, footpaths, bridges or ways as well as all damage caused to buildings and work 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 damages 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 of 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 the 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 works or in consequence thereof and shall at his own expense arrange to 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 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 statute in force during the currency of this Contract in respect of any employee of the Contractor or any Sub-Contractor 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 Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of or 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 and also in respect of any award of or compensation of damages arising therefrom. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damages, from any or all sums due or to become due to the Contractor.

26) The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the "Day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

27) If the Contractor fails to complete the work by the date stated in the Appendix or within any extended time under Clause 28 hereof the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" and the Employer may deduct such damages from any moneys due to the Contractor.

28) If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesman engaged or nominated by the Employer and not referred to in the Schedule or Quantities and/or Specification or (e) by reason of civil commotion or workmen on strike or lockout affecting the execution of the work, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall as soon as may be, give written notice thereof to Employer, but the Contractor shall nevertheless constantly

use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

29) If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such instructions the Employer may employ and pay other person to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any moneys due or to become due to the Contractor.

30) If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefor, if so required by Employer.

OR if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution to be issued.

OR shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

OR shall assign or sublet this Contract without the consent in writing of the Employer first obtained.

OR shall charge or encumber this Contract or any payment due or which may become due to the Contract or thereunder.

OR if the Contractor

i. has abandoned the Contract, or

ii. has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the Employer Notice to proceed, or

iii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv. has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these Conditions, or

v. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor within seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or

vi. has in defiance of the Employer's instructions sublet any part of the Contract.

Then and in any of the said cases the Employer may notwithstanding any previous waiver after giving seven days' notice in writing to the Contractor, determine the Contract. And further, the Employer by his Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery steam and other power utensils and material lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the works and the Contractor shall not in anyway interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction, and shall give, credit to the Contractor for the amount realised.

31) The Contractor shall be paid by the Employer from time to time by installments on account of the works executed when in the opinion of the Employer work to the approximate value named in the Appendix as "Value of work for interim Payments" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract subject however, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the Building. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning thereof whichever shall last happen, provided always that `on account' payments during the progress of the works or at or after their completion shall not relieve the Contractor from his liability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.

32) The decision, opinion, direction, Certificate (except for payment) of the Employer with respect to all or any of the matters under Clauses insert hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

33) **ARBITRATION**

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 Employer or its Chief Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days notice in writing to the other (hereinafter referred to as the "Notice for Conciliation/Arbitration") clearly setting out the items of dispute to a Conciliator or Sole Arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the conciliator or the sole arbitrator referred to above, the Employer shall send to the Contractors within thirty days of the Notice for Conciliation/Arbitration a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the Contractors. The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator. If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select anyone of the persons and appoint him as the Conciliator or the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as Conciliator or the Sole Arbitrator and communicate his name to the Employer. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another person shall be appointed as aforesaid. 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 binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference, in accordance with the terms of reference and the award shall be a reasoned award. The fees, if any, of the Conciliator or the Arbitrator shall initially be 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 and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Conciliator or the Arbitrator as the case may be in the award. The Employer and the Contractor also hereby agree that the Arbitration under this clause shall be a condition precedent to any right of action under

the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

34) The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers abstracts etc. to be made at the time of payment of the final bill, if as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum.

35) If, for any reason, the Employer is obliged, by virtue of the provisions of subsection(1) of Section 12 of the workmen's Compensation Act, 1923 to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under subsection (1) of Section 12 of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

36) Without prejudice to any of the rights of remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the Contractor.

Excepted Matters

37) The decision of the Employer in respect of conditions described in para 2, para 4, para 11, para 15, para 23, para 28, schedule of quantities, rates and percentage approved by bank shall be final and binding on the contractor. These matters will not be subject of arbitration under any circumstances.

APPENDIX

SCHEDULE OF FISCAL ASPECTS

S No.	Item	Details
1	Earnest Money Deposit	Rs.20,000/- (Rupees Twenty Thousand only)
2	Possession of site	Immediately on award of work
3	Time of completion	Within 30 days , from tenth day of written order to commence work or from the date the site is handed over, whichever is later.
4	Liquidated damage per day	0.25% of value of the unfinished work per week subject to a maximum of 5% of value of contract.
5	Minimum value of work for interim bill	Rs.3,00,000.00 (Rupees Three Lakh only)
5(a)	Payment of interim bill	Within 15 days from the date of receipt of bill
5(b)	Payment of final bill	Within 30 days from the date of receipt of bill
6	Minimum interval between Submission of interim bills	10 days
7	Retention money/security deposit bills	05 (Five) percent of value of work shown in bills
8	Release of retention money	The retention amount shall be refunded after one year from the date of virtual completion, subject to satisfactory rectification of defects, if any
9	Defects liability period	12 (Twelve) months from the date of virtual completion

SIGNATURE OF CONTRACTOR
WITH SEAL

SPECIFICATIONS

General

- i. The entire work shall be done in first-class manner. The Contractor shall use material of best quality and of approved manufacturers. **The contractor shall deposit with the Bank's officials at his own cost, sample of material for approval prior to commencement of work. The colour shades/make/type of the material approved by the Bank's officials only shall be used.** The successful tenderer may be required to prepare a sample of an item for approval by the Bank and if required, carry out any changes as per Bank's advise without any extra cost to the Bank.
- ii. During the execution of work, special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from damage. The work shall be carried out without any inconvenience to the occupants, if any. **The rates quoted shall include covering of furnitures and for handling and re-arranging the furnitures etc. or any other items to facilitate the work** and any damage to property caused by the Contractor, shall be made good by the Contractor at his cost. The Contractor has to wash and clean the floors after his work in that area has been completed.
- iii. The contract should include the cost of erecting scaffoldings for the work, if required, centering, hire charges for any tools, materials, labors, marking out and clearing of site, etc.

Mode of Measurements

All measurements shall be in metric units. Length and breadth to be measured correct to a centimeter.

For false ceiling, deduction will be done towards area of lighting fixtures, if any.

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
AHMEDABAD**

SCHEDULE OF QUANTITIES

Preamble :

The rates quoted shall include the following :

- i. Removal and carting away all the debris from Employer's premises after cleaning the floors etc. with water
- ii. Double scaffolding (wherever applicable) upto complete height of the building externally and to the floor height in each floor.
- iii. All articles or furniture, equipment etc. shall be protected by covering with polythene sheet or tarpaulin etc. and the furniture rearranged and floors cleaned and mopped after the day's work.
- iv. The work shall be carried out both during/after working hours and even on holidays if situation so warrants.
- v. The rates for item of Schedule of Quantity should also include making necessary cut-outs in the proposed false ceiling to accommodate existing fluorescent tubelight fixtures.

