



**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT**

**TENDER DOCUMENT FOR
EXTERNAL PAINTING WORKS TO NABARD'S PROPERTY
AT
SECTOR-A, SHAHPURA, BHOPAL**

VOLUME - I



PREMISES DEPARTMENT

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
MADHYAPRADESH REGIONAL OFFICE, BHOPAL**

NOTICE INVITING TENDER

Dear Sir,

**SUB: INVITATION TO BID FOR External Painting and associated work of
NABARD
Officer's Colony, Sector-A, Shahpura, Bhopal**

1. National Bank for Agriculture and Rural Development (**NABARD**) is intending to execute subject works for their Officer's quarters at Sector-A, Shahpura, Bhopal - 462039.
2. **Prequalification Criteria:** The intending bidder should be registered firm in India, capable of carrying the subject work as stated above and have experience of similar works during the last 7 years. The firm should be a profit making entity for the past 3 years and it's annual turnover during each of the last 3 years should be at least Rs42.0 lakh and the firm should have done at least 3 similar works whose value is not less than Rs 5.60 lakh or 2 similar works whose value is not less than Rs 07 lakh or 1 similar work whose value is not less than Rs 11.2 lakh. The firm should have proper infrastructure to execute the said work at Bhopal. The balance sheet and P/L A/c of the firm for the last 3 years shall be submitted along with the tender.
3. The **eligible interested bidders** are requested to submit their offer in sealed envelope for the aforesaid work as per detailed specifications and Schedule of Quantities, Specified in the tender. Tender document will be available from the office of the Chief General Manager, National Bank for Agriculture & Rural Development, Regional Office, at Bhopal from **25.10.2010 to 04.11.2010**. Application for tender document shall be accompanied by **Rs. 500/-** (Rupees Five hundred only) towards the cost of tender document in DD/ Pay Order payable to NABARD, BHOPAL. The tender documents requested for will be issued by Hand on payment of the aforesaid sum which will not be refunded under any circumstances.
4. The tender documents can also be **downloaded** from NABARD's web site www.nabard.org. In case the tender document is downloaded from NABARD's website, the tenderer will have to deposit the tender cost of Rs.500.00 only (Rs. Five Hundred only) in the form of DD / Pay order payable to NABARD, BHOPAL. No other mode of payment is acceptable.
5. Each tenderer will be **issued with one set** of Tender Document containing **Vol.I** comprising Notice Inviting Tender, Form of Tender, Instruction to Bidders, Article of Agreement, General conditions of Contract, Safety Code, Special conditions of Contract and specifications and **Vol.II** comprising Schedule of Quantities.
6. Your bid in sealed cover in the prescribed tender form in **two separate envelopes** should be submitted to the Chief General Manager, National Bank for Agriculture & Rural Development, Regional Office, at E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal – 462016. It should be superscribed "**Tender for External Painting of Nabard Officer's Colony at Sector-A, Shahpura, Bhopal**" and submitted to the above office not later than **14.00 Hrs. on 16.11.2010**.

Envelope No.1 - To contain

- a) **All the credentials and supporting documents required as per pre-qualification criteria indicated above in para-2.**
- b) Earnest Money Deposit.
- c) Volume I of Tender Document

Envelope No 2 - To contain

Volume II - Duly Priced Schedule of Quantities completed in all respect.

This shall not include any conditions whatsoever. In case any conditions are included in Envelope No.2, the same shall not be taken into consideration. The tender in such cases is liable to be rejected.

7. **Envelope No. 1 will be opened at 15.00 hrs. on 16.11.2010** in presence of bidders /their authorized representatives who choose to be present.
8. **After opening of the Envelope No.1 and assessing the Conditions and verifying the eligibility of the bidders**, the Employer will, if they so decide, inform all the tenderers regarding any modifications in the tender conditions. Bidders who agree to the changed conditions along with original in TOTO will be allowed to make modifications if they so wish, in their tender prices by means of a letter to be submitted in sealed cover which along with their price bid, will form the final price bid. The tender will be rejected if any bidder proposes any deviation from the tender condition in above letter.
9. The bidder should quote for all the sections of the tender/price bid. **The Envelope No.2 shall be opened only in respect of those eligible bidders** who after discussion bring their tenders in line with the requirements of tender document and are, acceptable to the Employer. The decision of the Employer in this regard shall be binding on the bidders and not open to question or appeals. The date and time of opening of Envelope No.2 shall be intimated after opening of Envelope No.1.
10. **Tenders received late** on account of any reason whatsoever as also telegraphic and Faxed Tender shall not be entertained.
11. The **Earnest Money Deposit of Rs 28,000/-** by Demand Draft / Bank Guarantee as mentioned in clause 2, of Form of Tender shall be submitted along with the Tender. Tenders submitted without EMD shall be liable for rejection.
12. **Completion period** of the work mentioned in this tender shall be four (4) months from the 10th day of issue of Work Order by Bank.
13. **Liquidated Damages** for delay shall be 0.25% (Zero point two five percent) of the accepted cost of tender per week beyond the scheduled date of completion subject to a maximum of 5% (Five percent only) of the accepted cost of tender.
14. **Defect Liability Period** shall be 12 months from the date of issue of Virtual Completion certificate.
15. **The tender Pre-Bid meeting** shall be held on **04.11.2010 at 11AM** in the office of the under signed.
16. **Validity of Offer** shall be 120 days from the date of opening of Envelope No.2.
17. **NABARD reserves the right** to accept or reject any or all tenders, the work in part or whole of any firm/firms, without assigning any reason for doing so.
18. The successful tenderer will enter into an **agreement with NABARD** as per the standard format within 14 days on receipt of Letter of Acceptance of tender from NABARD.
19. **No labour hutments** shall be allowed inside the colony campus.

Thanking you,

Yours faithfully,

-sd-

**Asst. General Manager
NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT
REGIONAL OFFICE
E-5, ARERA COLONY, RAVISHANKAR NAGAR,
P.O. BOX NO. 513, BHOPAL – 462016**

FORM OF TENDER

Place :

Date :

The Chief General Manager
National Bank for Agriculture
and Rural Development
Regional Office,
E-5, Arera Colony,
Ravishankar Nagar, P.O. Box No. 513,
Bhopal – 462016

Dear Sir,

Sub : **INVITATION TO BID FOR External Painting and associated work of NABARD Officer's Colony, Sector-A, Shahpura, Bhopa.**

1. Having examined the conditions of contract, specifications and schedule of quantities, and having satisfied ourselves as to the location of the site conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items of the schedule of quantities and in accordance in all respects with the specifications, designs, drawings 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, by and in all other respects in accordance with such conditions so far as they may be applicable.
2. I/We herewith deposit Rs.28,000.00 (Rupees twenty-Eight Thousand only) by Demand Draft of Nationalised Bank (issued by a Scheduled Bank) drawn in favour of National Bank for Agriculture and Rural Development, payable at BHOPAL as Earnest Money OR submit a Bank Guarantee of the equal amount as per the format enclosed for the due execution of the works at my/our tendered rates, together with any variations in prices approved by the employer.
3. In the event of this tender being accepted, I/We agree to enter into and execute the necessary Agreement required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of Rs.28,000.00 only in the event of our refusal or delay in signing the Contract Agreement.
4. I/We further agree to complete the work within **Four(4)** months from the 10th day of issue of work order by Bank (including monsoon month).
5. We agree not to employ Sub-Contractors other than those that may be approved by you.
6. I/We agree to pay Sales /service Tax, VAT, Income Tax, Work Contract Tax, Octroi, duties, levied by the government, as prevailing from time to time, on such items for which the same are leivable, and the rates quoted by me/us are inclusive of the same.
7. I/We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.
8. I/We agree that validity of offer shall be for 120 days from the date of opening of Envelope No.2.
9. I/We submit the duly completed Tender Documents in the prescribed tender Form in two separate envelopes as detailed in clause 6 of notice inviting Tender to the Chief General Manager, National Bank for Agriculture and Rural Development, Regional Office, for NABARD, E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal – 462016.

Thanking you,

Yours faithfully

Signature of Contractor/s with Seal & Address

INSTRUCTIONS TO BIDDERS

1.0 LOCATION

1.1 The site is at Sector-A, Shahpura, Bhopal.

1.2 Bidders must get acquainted with the proposed and other conditions carefully before tendering. No request of any change in rates or conditions for want of information on any particular issue shall be entertained after receipt of tenders.

1.3 Site Visit

The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local laws, regulations and practice.

2.0 SUBMISSION OF TENDER

2.1 The Sealed tenders in the prescribed tender form in two separate envelopes should be submitted to the Chief General Manager, National Bank for Agriculture & Rural Development, Regional Office, BHOPAL as described below :

Envelope No.1 - To contain a) Earnest Money Deposit and various Credentials.

b) Volume -I of the tender

Envelope No 2 - To contain - Volume II - Duly Priced Schedule of Quantities completed in all respect.

This shall not include any conditions whatsoever. In case any conditions are included in Envelope No.2, the same shall not be taken into consideration. The tender in such cases is liable to be rejected.

The sealed envelopes containing Tender Documents shall be super scribed as **"Tender for External Painting of Sector-A colony, NABARD, Bhopal"** and submitted to the above office as given in Para 6 of NIT.

2.2 The tenderer shall sign each page of the tender document.

2.3 You are requested to quote strictly as per the terms and conditions, specifications, standards, given in the tender document and not to stipulate any deviations. **However, deviations, if unavoidable, should be indicated separately in Envelope No. 1, indicating the specific page number and clause number against which the deviations if any are proposed.**

2.4 **Addenda** to this tender document, if issued, must be signed and submitted along with the tender document. The bidder should write clearly the revised quantities in "Schedule of Rates" of Tender document and should price the work based on the revised quantities when amendment for quantities are issued in addenda.

2.5 All Pages to be Initialed

All signatures in tender documents shall be dated as well. All pages of tender documents shall be initialed at the lower hand corner or signed wherever required in the tender papers by the bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before submission of tender (A letter authorizing the signatory should accompany the tender) .

2.6 Rates to be in Figures and Words

The bidder should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Quantities for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items, both in figures and words. The tendered amount for the work shall be entered in the tender and duly signed by the bidder. If on check there are differences between the rates quoted by the bidder in words and in figures or in the amount quoted by him, the following procedure shall be followed :

- i) When there is a difference between the rates in figure and in words, the rates which correspond to the amount worked out by the bidder shall be taken as correct.
- ii) When the amount of the item is not worked out by the bidder or it does not correspond with the rate written either in figure or in words, then the rate quoted by the bidder in words shall be taken as correct.
- iii) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.

2.7 Corrections and Erasures

All corrections, and alterations in the entries of tender papers should be signed and dated in full by the bidder. Corrections with fluid and overwriting are not permitted.

2.8 The tender shall contain the names, residence and place of business of person or persons making the tender and shall be signed by the bidder with his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by Corporation shall be signed by an authorized representative, and a Power of Attorney or any proof of Attorney on their behalf shall accompany the tender (Envelope 1). A copy of the partnership deed of the firm with names of all partners shall be furnished.

THE LANGUAGE FOR SUBMISSION OF TENDER WILL BE ENGLISH.

3.0 Witness

Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

4.0 TRANSFER OF TENDER DOCUMENTS

Transfer of tender documents purchased by one intending bidder to another is not permitted.

5.0 EARNEST MONEY

5.1 (a) The bidder must pay the amount of Earnest Money Deposit as mentioned in clause 2 of Form of Tender. Earnest Money Deposited by Tenderers will not carry any interest.

(b) The Earnest Money Deposit paid by the successful bidder when he submitted his tender shall be held by Employer as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit. The Earnest Money deposit shall be forfeited in case

the successful bidder fails to commence the work awarded to him within the prescribed time limit or fails to execute the agreement.

5.2 The tenderers must submit Earnest Money with the Tender, failing which tender will not be considered.

5.3 The E.M.D. of the unsuccessful bidders will be refunded within a reasonable period of time without any interest.

5.4 The E.M.D. deposited by successful bidder(s) will be retained towards the security deposit for the fulfillment of the contract but shall be forfeited if the bidder fails to start the work within a period of twenty-one days from the date of issue of Work Order.

6.0 **VALIDITY**

Tenders submitted by bidders shall remain valid for acceptance as per clause 8 of Form of Tender. The bidders shall not be entitled during the period of validity, without the consent in writing of Consultant / Employer to revoke or cancel his tender or to vary the tender given or any terms thereof.

7.0 **RIGHT TO ACCEPT OR REJECT TENDER**

7.1 The acceptance of a tender will rest with the Employer who do not bind themselves to accept the lowest tender and reserve to themselves authority to reject any or all the tenders received without assigning any reasons. They also reserve the right of accepting the whole or any part of the tender and the Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the bidder are liable to be rejected.

7.2 The job may be awarded to one or more agencies duly splitting the work at the entire discretion of the Consultant / Employer/Client. The quoted rate shall hold good for such an eventuality.

8.0 **TIME SCHEDULE**

The time allowed to complete the work shall be as per Clause 4 - Form of Tender.

9.0 **LIQUIDATED DAMAGES FOR DELAYED COMPLETION**

Liquidated Damages for delay shall be 0.25% (Zero point two five percent) of the accepted cost of tender per week beyond the scheduled date of completion subject to a maximum of 5% (Five percent only) of the accepted cost of tender.

10.0 **RATES**

Clients are not concerned with any rise or fall in the prices of any materials. The rates quoted shall include all costs, allowances, taxes including VAT, works contract tax or any other charges including enhanced labour rates etc., which may be enacted from time to time by the State or the Central Government. Under no circumstances shall Clients be held responsible for compensation or loss to contractor due to any increase in the cost of labour or material etc.

11 **WATER AND ELECTRICITY**

Electricity :- Electric supply at 415 Volts, 3 Phase plus neutral shall be made available and the power will be given free of charge. For taking power from one of the existing feeder, the contractor shall make his own arrangement for its use in erection, testing and commissioning

work and make good the system after the work is over. Damage, if any, caused by them will have to be made good by them at their cost.”

Source of water:- water will be made available to the contractor for his use without any charge.

12 **SIGNING OF THE CONTRACT**

The successful bidder shall be required to execute an agreement in the Proforma attached with this Tender document within 14 days from the date of issue of Work Order. In the event of failure on the part of the successful bidder to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.

13.0 On acceptance of the tender, the name of the accredited representative of the Contractor, who would be responsible for taking instructions from the Consultant / Bank's Engineer, shall be communicated to Employer/Consultant.

14.0 **RETENTION MONEY**

5% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractor towards Retention Money until the Retention Money and EMD together amounts to 5% of the accepted value of tender. This total amount will be termed as Security Deposit. This Retention Money/ Security Deposit so deducted/collected will carry no interest.

All compensation or other sums of the money payable by the Contractor to the Employer under the terms of this contract may without prejudice to the Employer's rights under Law be deducted from the Security Deposit 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, failing which the Employer shall be entitled to deduct the same from any money due to the Contractor.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____, 2010 between the National Bank for Agriculture and Rural Development, a body constituted by the NABARD Act 1981 and having its Head Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and Regional Office at E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal - 462016 (herein called as 'Employer') which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and _____ of _____ (hereinafter called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

WHEREAS The Employer is desirous of getting executed external painting works at the NABARD Officer's Colony, Sector-A, Shahpura, Bhopal - 462039 and has caused drawings, specifications and schedule of quantities describing the works to be done. The Employer to monitor, control and supervise the works and progress thereof.

AND WHEREAS

The Contractor has agreed to execute the said subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, general conditions of contract, special conditions, specifications, the said drawings and the schedule of quantities, all of which are hereinafter collectively referred to as 'the said conditions', strictly in accordance with the said drawings annexed hereto and the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Schedule of Quantities annexed hereto and marked as Vol. II, amounting to the sum as there under arrived at or such either sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT :-

1. In consideration of the said Contract Amount to be paid by the employer to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Drawings and described in the said Specifications (Vol. I) and Schedule of Quantities (Vol.II).
3. The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.
4. Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.
5. This Contract is neither a fixed lump sum Contract nor an item rate Contract, but is a Contract to carry out work to be paid for according to actual measured quantities and rates contained in the Schedule of Quantities and probable quantities provided in the said Conditions.
6. The Employer reserves to itself the right of altering the drawing nature of the work through the Consultant / Employer by adding to, reducing or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. a) The contractors should have experienced and competent staff which will enable them to ensure proper quality check on the materials, and who will ensure that the Contractor will

carry out proper tests as required by the specifications and will supervise the day-to-day working and execution of contract works.

- b) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day to day work it shall be the duty of the Contractors to report the matter in writing forthwith to the Consultant / Employer and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractors will abide by the direction of the Bank.
 - c) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the Specifications and the terms and conditions of Contract and will be of proper quality and description.
8. Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete the work by four(4) months as specified in Clause 4 - Form of Tender nevertheless, to the provisions of extension of time as contained in the said conditions.
 9. The contract herein contained shall comprise not only the work mentioned above but all subsidiary works connected therewith within same site as may be ordered to be done from time to time by the Consultant / Employer for the time being, even if such work may not be shown on the said drawings or described in the said schedule of specifications and quantities.
 10. All payments by the Employer under this contract will be made at **BHOPAL** by cheque or through ECS/EFT .
 11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at **BHOPAL** and only court at **BHOPAL** shall have jurisdiction to determine the same.
 12. This agreement shall be signed in duplicate, the original document shall be kept in the custody of the Employer, the duplicate with Contractor. The stamp duty shall be borne and paid by Contractor and Employer in equal proportion.
 13. That the several 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 for by specific written instructions from the Bank's Engineer.

IN WITNESS WHEREOF the Employer has set its hands hereunto and three duplicates hereunto through its duly authorized official and the contractor has caused these presents and three duplicates hereof under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of _____ 2010.

Signed by the said

Employer

In the presence of

Witness No.1 _____

Address :

Witness No.2 _____

Address :

Signed by the said

Contractor

in the presence of

Witness No.1 _____

Address :

Witness No.2 _____

Address :

GENERAL CONDITIONS OF CONTRACT

1. Interpretations

In construing these conditions and the specifications, Schedule of Quantities, Instructions to bidders and Contract Agreement, the following words, shall have the meanings herein assigned to them except where the subject or context otherwise requires :

- a) "Owner"/"Employer"/"Client" shall mean NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT with its Head Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400051 and Regional Office at E-5, Arera Colony, Ravishankar Nagar, P.O. Box No. 513, Bhopal-462016 and shall include their heirs, legal representatives, assignees and successors.
- b) " Bank's Engineer " shall mean Engineer of NABARD authorized by the Regional Office , NABARD , Bhopal , to supervise and monitor the progress of the said work .
- c) "Contractors" shall mean the person, or persons, firm or company whose tender has been accepted by the Owner and shall include his/their heirs, and legal representatives, and the permitted assigns.
- d) The "Consultant" shall mean _____ in this case.
- d) "Works" shall mean the works to be executed and recorded in accordance with the Contract and include all extra or additional or altered or substituted works as required and recorded for the performance of the Contract and "Site" shall mean the building and other places as shown on the site plan, on which the works are to be executed or carried out or places provided by the Employer for the purposes of the Contract.
- e) "Contract Documents" shall include the Notice Inviting Tenders, the Articles of Agreements, the General Conditions of Contract, Special Conditions of Contract, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements and drawings pertaining to the work. All sections of this Contract Document are to be read together.
- f) "Drawings" shall mean the drawings referred to in the specifications description of items etc., an any modifications of such drawings approved in writing by the Consultant / Employer and such other drawings as may from time to time be furnished or approved in writing by the Consultant / Employer and such other drawings issued by Consultant / Employer.
- g) "Notice in Writing" or 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 or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

- h) "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.

- i) "Virtual Completion" shall mean that the works are in the opinion of the Consultants and Bank complete and fit for occupation and usage.
- j) Words importing persons include firms and Corporation : Words importing the singular only also include the plural and vice versa where the context requires.
- k) Headings and marginal notes to these conditions shall not be deemed to form a part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

2. **SCOPE OF CONTRACT**

The scope of work is briefly described in BOQ of Contract. The Contractor shall carry out and complete the said works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Consultant / Bank's Engineer. The Consultant / Bank's Engineer may in their absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to.

- a. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in or divergence between the Drawings or between the schedule of quantities and/or drawings and/or specifications.
- c. The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The postponement of any work to be executed under the provisions of this Contract.
- f. The dismissal from the works of any person employed thereupon.
- g. The opening up for inspection of any work covered up.
- h. The amending and making good of any defects.
- i. Coordination of work with other agencies .
- j. The employer shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.

- k. It shall be contractors responsibility to maintain the installation installed by him during the Defects Liability Period without any extra cost.

The contractor shall forthwith comply with and duly execute any work comprised in such Consultant / Bank's Engineer instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Consultant / Bank's Engineer shall be, if involving a variation, be confirmed in writing by the Contractor within 7 working days, and if not dissented from in writing within a further 7 days by the Consultant / Bank's Engineer such shall be deemed to be the Consultant / Bank's Engineer instructions within the scope of the contract.

Where extra work cannot properly be measured and valued the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the Consultant / Bank's Engineer and the materials deployed, shall be delivered for verification to the Consultant / Bank's Engineer not later than the end of the week following that in which the work has been executed.

If the contractor fails to comply with Consultant / Bank's Engineer instructions within a fortnight after the written notice from the Consultant / Bank's Engineer requiring compliance with such instructions, the Bank through the Consultant / Bank's Engineer may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

For the purpose of entering day to day instructions by the Consultant / Bank's Engineer , the contractor shall maintain at his own cost, a 'Site Instruction Book' in quadruplicate in which the instructions will be entered by Consultant / Bank's Engineer .

Instruction to the Contractor shall be generally issued through Consultant / Bank's Engineer. However, Consultant / Bank's Engineer or client for the sake of urgency as a result of inspection may issue some instructions directly with the knowledge of the Consultant / Bank's Engineer who should ratify the same properly.

3 **SCHEDULE OF QUANTITIES**

The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Consultant / Bank's Engineer and shall be considered to be approximate and no liability shall attach to the Consultant / Bank's Engineer for any error that may be discovered therein.

4. **SUFFICIENCY OF SCHEDULE OF QUANTITIES**

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 Schedule of Rates and prices, which rates and pricesshall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

5. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Consultant / Employer, who shall decide which shall be followed, and their decision shall be final and binding on all parties.

The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things.

The Contractor shall pull down and remove any or all such scaffolding, after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultant / Employer.

6. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES**

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Consultant / Bank's Engineer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions. Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Consultant / Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Consultant / Bank's Engineer and pay to such Authority, or to any Public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Consultant / Bank's Engineer .

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trade marks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all

actions arising from such claims, unless he has informed the Consultant / Bank's Engineer , before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

7. **MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION**

All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Consultant / Bank's Engineer and NABARD's instructions and the Contractor shall upon the request of the Consultant / Bank's Engineer furnish to them 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 CONSULTANT / Bank's Engineer and NABARD may require. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Consultant / Bank's Engineer and NABARD shall decide whether the same is unobtainable in fact. If the Consultant / Bank's Engineer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

8. **SETTING OUT**

The Contractor shall at his own expense, set out the works, accurately in accordance with the plans and to the complete satisfaction of the Consultant / Bank's Engineer and NABARD. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon, to the satisfaction of the Consultant / Bank's Engineer and NABARD. The work shall from time to time be inspected by the Consultant / Bank's Engineer and/or his representatives but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or subsequently after the same is completed.

9. **CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS**

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Consultant / Bank's Engineer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Consultant / Bank's Engineer or his representative whenever required if demanded by Consultant / Bank's Engineer . The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Engineer-in-Charge, approved by the Consultant / Bank's Engineer in consultation with Employer and who must thoroughly understand all the traces entailed and be constantly in attendance, while the men are at work. Any directions, explanations, instructions or notices given by the Consultant / Bank's Engineer to such Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer shall be thoroughly conversant with the English Language and should be able to read, write and speak English.

10 **DISMISSAL OF WORKMEN**

The Contractor shall on the request of the Consultant / Bank's Engineer immediately dismiss from the works any person Employed thereon who may, in the opinion of the Consultant / Bank's Engineer, be unsuitable or incompetent or who may misconduct himself and such person shall

not again be employed or allowed on the works without the permission of the Consultant / Bank's Engineer.

11. **ACCESS TO WORKS**

The Consultant / Bank's Engineer and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, factories or other places where materials are being prepared or fabricated for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Consultant / Bank's Engineer and the Employer and their representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the Consultant / Bank's Engineer or the Employer, except the Representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at place other than the site of the works, the Contractor shall obtain the written permission of the Consultant / Bank's Engineer for doing so.

12. **MEASUREMENT OF WORKS**

The Consultant / Bank's Engineer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Engineer to assist the Consultant / Bank's Engineer or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by the Consultant / Bank's Engineer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mentioned in the tender be taken in accordance with the Indian Standard of "Method of Measurement of Building Works (I.S. 1200 Part-B and its latest revision if any)".

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

13. **PRICES FOR EXTRAS ETC. ASCERTAINMENT OF**

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 amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:-

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

- iii) Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount any omission or additions relative to the amount of the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Consultant / Bank's Engineer, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable,

the Consultant / Bank's Engineer shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent (15%) towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by the Bank before finalization of such rates. No escalation shall be entertained on the extra or deviated items.

The measurement and valuation in respect of the Final Contract as executed shall be completed within the "Period of Final Measurement" or within 3 (three) months of the completion of the Contracted works as defined under Clause No.20 (Certificate of Virtual Completion).

14. **REMOVAL OF IMPROPER WORK AND MATERIALS**

The Consultant / Bank's Engineer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Consultant / Bank's Engineer are not in accordance with the specifications or the instructions of the Consultant / Bank's Engineer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications 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 power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Consultant / Bank's Engineer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Consultant / Bank's Engineer in consultation with the Consultant / Bank's Engineer may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

15. **DEFECTS AFTER COMPLETION**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of 12 months after the Virtual Completion of the work and responsibility for making good at their own cost

of the latent/patent imperfections or defect becoming apparent during this period arising in the opinion of the Consultant / Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Consultant / Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Consultant / Bank's Engineer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Consultant / Bank's Engineer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum, to be determined by the Consultant / Bank's Engineer, equivalent to the cost of amending such works, and in the event the amount retained under Clause 30 (Certificate and Payments) being insufficient, recover the balance from the Contractor.

16. **DELAY AND EXTENSION OF TIME**

If in the opinion of the Consultant / Bank's Engineer 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 the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or
- (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Consultant / Bank's Engineer and not referred to in the Schedule of Quantities and/or Specifications or
- (e) by reason of Consultant / Bank's Engineer instructions, or
- (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or
- (g) in consequence of the Contractor not having in due time necessary instructions from the Consultant / Bank's Engineer for which he shall have specifically applied in writing, ahead of time, giving the Consultant / Bank's Engineer reasonable time to prepare such instructions, the Consultant / Bank's Engineer shall make a fair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Consultant / Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Consultant / Bank's Engineer to proceed with the work.

The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works .

17. **Keeping Site Clean**

The contractor shall at all times keep the Site clean and shall dispose of all rubbish and offensive material in a manner approved by the Consultant / Employer.

18. Avoidance of Nuisance

The Contractor shall take all necessary precautions in reducing noise of plant by means of mufflers, silencers, screens, etc.

Work liable to create dust shall be well wetted before being executed.

The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Consultant / Employer taking care to cause minimum amount of noise, dust and other nuisance at the site.

19 Mobilization Advance

No mobilization advance will be given the Contractor.

20 Terms of Payment

- a. 90% of the unit rates shall be paid in the Running bill, against installation/completion of the item and successful tests as prescribed are carried out and recorded progressively and to the satisfaction of the Bank's Engineer.
- b. 100% after successful commissioning and testing of the entire installation less payment made (a) above , after obtaining approvals from all concerned authorities as required for usage of the system and also after issue of VCC.

SPECIAL CONDITIONS/ INSTRUCTIONS TO CONTRACTORS

- 1) On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and "the said Conditions" 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.
- 2) In addition to the Earnest Money Deposit 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 payment to be made to the Contractor. The Retention money (security deposit) will be released by the Employer after rectification of the defects pointed out during the defects liability period of one year. The amounts retained by the employer shall not bear any interest. 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 retention money and the security deposit 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.
- 3) 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.
- 4) The tenderer shall submit a list mentioning the names of manufacturers of paints which he proposes to use in the work if his tender is accepted.
- 5) A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alteration by omission, 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.
- 6) The tenderer 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 Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
- 7) The rates quoted in the tender shall include all charges for double scaffolding, centering, hire charges for any tools and plants, sheds for material, marking out and clearing of site, watering, as mentioned in the specification. 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. Tenderers must include in their rates sales tax, service tax, VAT excise duty, octroi 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 service tax, VAT, sales tax, excise duty, octroi or other tax duty or levy shall be entertained by the Employer.
- 8) 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.
- 9) 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 relevant clause of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme.
- 10) Tenders will be considered only from bonafide eligible contractors.

- 11) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract 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 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.
- 12) The successful tenderer is bound to carry out any 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.
- 13) The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- 14) The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

15) **CONTRACTOR'S LIABILITY AND INSURANCE:**

From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.

(b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, **for their full value provided under this contract, increased by 25% of the contract value** against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in installments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.

(c) If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.

(d) **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or

any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.

(e) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub-Contractor. For this purpose an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/ nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

(e) The Contractor shall at all time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.

(f) The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the expiry of defects liability period.

(g) The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any, and shall be responsible for any claim or loss resulting from their failure of the subcontractor or nominated contractors to obtain adequate insurance protection in connection thereof. While taking the insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall over their sub- contractors and nominated sub- contractors also.

(h) If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

(i) All insurance to be effected by the Contractor, and/or his sub- Contractors, or nominated sub-Contractors, if any, shall be taken only with any of the Nationalized Insurance Companies approved by the Employer.

(j) We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.

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

Witness Signature of Tenderer :

Address : _____

Date :

THE CONDITIONS HEREIN BEFORE REFERRED TO

1 The Contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the direction of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instruction, 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 19.

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, such 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 the 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, arrangement 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 constructions. When a ladder is used, an extra mazdoor shall be engaged by the Contractor for holding the ladder. 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) for length upto 3 meters, for every additional meter, 5 cm increase in width shall be provided. The distance between two adjacent rungs shall not be more than 30 cm.

8. Adequate precautions shall be taken to prevent danger from electrical equipment. 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 defense 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.

9. i) No paint containing lead or lead products shall be used except in the form of paste and ready made paint.

ii) Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

10. The Contractor shall set out works and shall be responsible for the painting of the buildings.

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 superintendent 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 direction, 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 misconduct 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 test of the materials and workmanship. No person unauthorized by the Employer except the representatives of Public Authorities 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 Contractor shall not directly or indirectly transfer, assign or underlet the Contractor 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 superintendent of the works during their progress.

16. No. alternation, 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 alternations in or addition to or omissions from the works or any alternation 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

deviation from any of the provision of the Contract, stipulation, Specification without the previous consent in writing of the Employer and the value of such extras, alternations, 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 or 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 measurements" 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 work 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 of 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 circumstance he shall think reasonable and proper.

(d) Where extra work cannot 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 direct, provided that in either case vouchers specifying the daily time and material 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 12 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 material 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 thereto 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 defect, such as peeling off, fading of paint 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 works 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 mended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other person to amend 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 damage, loss and expenses shall be recoverable from him by the Employer from the amount which may become due to the Contract, or the Employer, may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum equivalent to the cost of amending such work. In the event of the amount retained under Clause 31 being insufficient, 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 Banks' Engineer has certified in writing that they have been virtually completed and 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 persons, animals or things, and for all structural and decorative damage 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 Contractor. This Clause shall be held to include, inter alia, any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to buildings and works forming the subject of this Contract, by frost or other inclemency of weather. The Contractor shall indemnify them 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 damages 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 delivery 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 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 and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges of 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 damage 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 (except such painting or other decorative work as the Employer may desire to delay) 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 or within any extended time under Clause

28. Thereof the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages and the Employer may deduct 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) reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring 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, local combination of workmen or strike or lockout affecting any of the building traders, the Employer may make a fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lockout, the Contractor shall as soon as may be, give written notice thereof to Employer, but the Contractor shall nevertheless constantly use his endeavors 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 money 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 require 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 creditor of the Contractor.

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

OR shall charge or encumber this Contract or any payment due or which may become due to the Contractor 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's 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 for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or,

vi) has insolvency defiance of the Employer's instructions to sublet any part of the Contract.

Then and insolvency any of the said cases the Employer may notwithstanding any previous waiver, after giving seven days' notice insolvency 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, insolvency carrying on and completing the work or by employing an other Contractor or other person or persons to complete the works and the Contractor shall not insolvency anyway interrupt or do any act, matter or things, 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 insolvency writing to the Contractor to remove his surplus materials and plant 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 insolvency the opinion of the Employer, work to the approximate value named insolvency the Appendix as "Value of work for Interim Payments" until the total amount retained shall reach the sum named insolvency 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 insolvency accordance with the Final Certificate to be issued insolvency

writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability period" insolvency 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 defects made good according to the true intent and meaning thereof which ever 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, insolvency cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies insolvency 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) 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.

ARBITRATION

33. 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 parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer 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 Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization 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 any one 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 referred to above, the Employer shall send to the Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization 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 any one 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 communicates his name to the Employer.

If the persons 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 Arbitrator, 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 Contractors also hereby agree that the Arbitrator 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 of the Contractor.

SPECIFICATIONS

General

1. The contractor shall use ready made paints of best quality and of approved manufacturers such as Shalimar Paints, Jenson & Nicholson, Goodlass Nerolac, Asian Paints, ICI Paints, Berger Paints etc of appropriate grade to this specification. The Contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint which shall be carried out in the presence of Bank's Staff. The contractor shall deposit sample panels of paints at his own cost for approval prior to commencement of work with the Bank. The colour shades of the paint approved by the Bank only shall be used. **Sample area shall be prepared and the shade got approved.**

2. Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 sqm for each patch) and also making up the broken arised edge of walls, columns, beams, sills, ceiling, etc. so as to match the existing surface.

3. Special care shall be taken by providing suitable covers, tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants, the rates quoted shall include covering of furniture and for handling and rearranging the furniture etc. and any damage to property caused by the Contractor shall be made good by the Contractor at his cost. The external painting work in residential buildings shall be done in a sequence to complete all works required to be done, in as short a time as possible, in each flat. The contractor has to wash and clean the floors after his work in the area that has been completed.

4. No further coat shall be applied, till previous coat has completely dried.

5. Additional coats shall have to be given without any extra cost, if instructed by the Bank, over and above the number of coats prescribed till the surface presents smooth and uniform finish.

7. After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.

8. The contractor should include the cost of erecting scaffoldings, for painting the building from inside and outside.

9. Care should be taken to paint electric wiring on batten for which no extra payment will be made.

MEASUREMENTS

All measurements shall be in metric units. Length and breadth to be measured correct to a centimeter. Deductions in measurements to be regulated as follows :

FOR WHITE WASH, COLOUR WASH OIL BOUND DISTEMPER Oil Paint, Snowcem, French polish and Flat Paint / Plastic Emulsion Paint etc.,

(a) No deduction shall be made for opening less than 0.5 sqm. and no addition made for jambs, sills reveals therein etc.

(b) Openings exceeding 0.5 sqm. shall be deducted and jambs, soffits, sills etc. measured.

COEFFICIENTS TO BE APPLIED TO OTHER SURFACES TO GET PLAIN AREAS OF PAINTING

(a) Wooden doors, windows, partitions etc.

(MEASURED FLAT INCLUDING FRAME)

- 1) Paneled doors and windows etc. 1.3 (for each side)
 - 2) Flush Doors 1.2 (for each side)
 - 3) Fully glazed doors and windows etc. 0.8 (for each side)
 - 4) Carved or enriched work 2 (for each side)
 - 5) Partly paneled and partly glazed doors, windows and partitions 2 (for both sides)
 - 6) Fully venetian or louvered (not with glazing) 1.8 (for each side)
 - 7) Low railing with vertical balustrade and bracing and railing 0.50 (for each side)
- (b) Steel doors, windows etc.

(MEASURED FLAT INCLUDING FRAME)

- 1) Plain sheet doors and windows 1.10 (for each side)
 - 2) Flush glazed doors and windows 1.5 (for both side)
 - 3) Collapsible gates, steel gates, railings etc. 1.1 (for painting all over)
 - 4) Rolling shutters 1.0 (for each side)
 - 5) Partly glazed and partly paneled / louvered doors, windows 0.8 (for each side)
 - 6) M. S. Grill / W.I. Grill and expand metal / weld mesh / crimate mesh 1.0 (for painting all over)
- (c) General Work Expanded metal, grills, gratings, etc. 1.0 (for painting all over)

DETAIL SPECIFICATIONS

1. Patch Repairing :- the Patch repairs shall generally be carried out as under :

(a) Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.

(b) The surface to be patched, shall be wetted thoroughly and if plain, shall be recked or roughened up by hacking.

(c) The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.

(d) The cement mortar used shall be 1:4 (one part cement to four parts of sand by volume) and the work shall be done as directed by the Engineer.

(e) The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.

(f) Wide cracks in plaster, if any due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled with 1:2 cement plaster with the addition of "Groutex" or "Expandex" and surface finished with plaster of paris. No payment will be made for this operation.

(g) Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with "SNOW FILLA" or suitable material approved by NABARD. The rates quoted for respective items shall be inclusive of this operation.

Measurement : The measurements of the patches exceeding 0.1 sqm. in area shall only be recorded. The patching work having 0.1 sqm or less in area shall not be measured and paid for.

Scaffolding : The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed.

The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible. However, it should be noted that it shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

II Painting & Colour Washing :

The work of painting, colour washing shall be done according to IS : 2395 (1966) and 1477 (1959) and shall be to the entire satisfaction of the Engineer.

1. White or Colour Washing :

(a) **Preparation of surface :-** The surface shall be scrapped thoroughly to remove existing distemper colour wash or white wash or any other protective film. any major patch repair or crack shall be cut out and made good as specified under patch repairing. Cracks maybe wetted thoroughly prior to filling or priming paint may be applied to the sides of the cracks to avoid undue absorption of water and subsequent shrinkage of the filling. For filling, plaster of paris gauged with about one third of its volume of hydrated lime or "Snow Filla".

Prior to painting, fine cracks may be filled with distemper or Enamel putty depending on the proposed finish. Distemper or lime wash shall be totally removed prior to repainting. The surfaces shall be wetted before scraping.

Greasy or oily spots in the surface should be removed by approved method. One coat of chalk and glue may be applied before application of colour/white wash. The rates quoted shall include all the above operations.

(b) **Preparation of Lime or Colour Wash :-** the white wash/colour wash shall be prepared from fat lime conforming IS.712-(1964). The lime shall be slaked at site and shall be mixed and stirred with about 5 liters of water for one Kg. of unslaked lime to make a thin cream. This shall be sieved through a muslin cloth.

Also, lime or colour wash in powder form packed in airtight drum may be considered to the above specification. Four kg of gum dissolved in hot water shall be added to each cubic meter of cream and 1.3 kg. of sodium chloride dissolved in hot water may be added for every 10 kg. of lime. For white wash blue will have to be added in it in the quantity as directed by the Engineer.

(c) **Applications :** The colour or white wash shall be applied with Mooj brushes (flat brushes) or spray pumps, if approved, in the specified number of coats. The operation of each coat shall consist of a stroke of the brush first given horizontally from the right and then from the left and similarly the subsequently stroke from bottom upwards and the other from top downwards.

Each coat shall be allowed to dry before the next coat is applied. No portion of the surface shall be left out to be patched up later on. The sequence of application of paint shall be as under :

- i. apply 1st coat of colour wash or lime wash of lighter shade on the surface prepared as stipulated at (a) above.
- ii. indentations, unevenness etc. shall be filled to yield a uniform plain surface.
- iii. apply second coat of lime or colour wash of approved shade.
- iv. apply the third coat of colour of white wash where stipulated.

2. Exterior painting :

The surface shall be prepared in the similar fashion as specified under lime and colour wash. In addition, any existing fungus or mould growth shall be completely removed by thoroughly scraping and rubbing down with bristle brush and sand paper and then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle brush to remove any dust particles 24 hours after the wash.

(A) Acrylic Paint :

The surface shall be prepared as specified by manufacturer and thoroughly wetted with clean water before waterproof paint is applied. The paint shall be prepared as per manufacturer's specification and in such quantities as can be used up in an hour of its mixing as otherwise the mixture will set and thicken affecting flow and finish.

The paint thus prepared shall be applied on clean and wetted surface with brush. The solution shall be kept stirred during the period of application. It shall be applied on the surface which is on the shady side of the building so that the direct heat of the sun on the surface is avoided. The completed surface shall be watered after the day's work. Number of coats shall be as specified in the item. The first coat shall always be in white shade or one or two tones lighter than the final approved shade.

3. Painting for Interior surfaces :

(A) **Oil Bound Distemper :** The paint shall be of approved manufacturer and shade.

(i) **Preparation of surfaces :** The paint shall be prepared according to the instructions under lime and colour washing. In addition, before application of primer coat the surface shall be cleaned with water and allowed to dry.

(ii) **Preparation of paint :** The paint shall be prepared strictly according to the manufacturer's instructions and specifications.

(iii) **Application of paint :**

(a) Before application of primer coat, the surface shall be thoroughly dusted and then a coat of approved primer shall be applied. After allowing the surface to dry, the surface shall be sand papered lightly and indentations, unevenness etc. shall be made up by giving a coat of putty to obtain a uniform and plain surface.

(b) First coat of oil bound distemper of approved brand and shade or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.

(c) After allowing the surface to dry for a minimum period of 18 hours or as per manufacturer's specification, light sand papering and touching up uneven spots with putty, second coat of oil bound distemper shall be applied. This coat may be of final shade where two coats of oil bound distemper is specified. Where painting is specified to be insolvency three coats, the shade of paint of the second coat may be one tone lighter than the final shade. The third coat where specified shall be of final approved shade. The final coat of oil bound distemper shall always be finished by using rollers to obviate brush marks.

(B) Interior grade flat oil paint or plastic Emulsion/Acrylic paint : The paint shall be of approved manufacturer and shade.

(i) **Preparation of surface :** The surface shall be prepared as specified at 3 (A)

(i) above.

(ii) **Preparation of paint :** As specified insolvency 3A (iii) above under oil bound distemper.

(C) Enamel painting : Wood and Plastered surface :

a. While preparing surface insolvency old wood work, accumulated dirt, grime, mould due to dampness etc. shall be removed and the surface examined for defects. all projections such as glue or whiting spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed and gaps filled with seasoned timber piece and made level with the rest of the surface.

b. Surface of previously painted wood work, if it is smooth and insolvency good condition, shall be cleaned with white spirit or other detergent. Rub surfaces with abrasive paper, wash clean, remove with fresh water and allow the surface to dry. Defective and loose putty shall be replaced.

c. Where old painted surface has become badly blistered and cracked, the paint shall be completely removed either with blow lamp or with an approved quality paint remover.

d. In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper, the old coating shall be thoroughly scraped off till the original plaster surface is exposed. If old paint is oil paint and in good condition, surface shall be sand papered and cleaned.

e. Painting shall be carried out as much as possible in dry and warm weather. Two coats of paint shall be applied to the surface as per schedule of work.

Application of paint :

The enamel paint shall be of first quality unless otherwise specified. The painting work shall be carried out as per manufacturer's specification and as specified insolvency 3-A (iii) above and the in coats specified under respective items.

4. Enamel painting to steel work :

a. The work shall generally be carried out as per I.S. 1477 (1959), wherever applicable and as directed by the Engineer.

b. The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scrapping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.

c. Apply a coat of anticorrosive metal primer of approved make.

d. Apply a coat of putty to make the surface even and uniform.

e. Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.

f. Apply finishing coat of approved shade as directed.

5. Painting C.I. G.I. Asbestos etc., pipes and fittings :

a. **Paints :** Paints, unless otherwise specified, shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any approved suitable metallic primer ready mixed and of approved manufacture.

b. Preparation of surfaces : All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface if wet, shall be sun dried.

c. Application : After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.

d. When the primer coat has dried up and before any moisture, dirt, dust etc. settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done with brushes and the paint shall be spread evenly. The surface shall be given two or more coats and shall finally present a uniform appearance.

6. Polishing & Varnishing

a. French Polishing : French spirit polish shall be of an approved make conforming to IS : 348. If it has to be prepared at site, the polish shall be made by dissolving 0.7 kg. of best shellac in 4.5 liters of methylated spirit without heating. To obtain required shade, pigment maybe added and mixed.

Surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots, if visible shall be covered with a preparation of red lead and glue. Resinous or loose knots and gaps shall be filled with seasoned timber pieces and made level with rest of the surface. Holes and indentations on surface shall be filled with putty made of whiting and linseed oil. Surface shall be given a coat of filler made of 2.25 kg. of whiting in 1.5 liter of methylated spirit. When it dries, surface shall again be rubbed down perfectly smooth with sand paper and wiped clean.

Piece of clean fine cotton cloth and cotton wool made into shape of pad shall be used to apply polish. The pad shall be moistened with polish and rubbed hard on the surface applying the polish and rubbed hard on the surface applying the polish sparingly but uniformly and completely over the entire surface. It shall be allowed to dry and another coat applied insolvency the same way. To give finishing coat, the pad shall be covered with a fresh piece of clean fine cotton cloth, slightly damped with methylated spirit and rubbed lightly and quickly with a circular motion, till the finished surface attains uniform texture and high gloss.

b.

7. Waterproofing treatment to external surfaces.

The cracks should be raked out by electrically operated groove cutter. The groove should be cleaned thoroughly and primer coat to be applied. The crack shall be sealed with polymer modified cement mortar as specified by the manufacturer.

Annexure I

LIST OF APPROVED MAKE OF MATERIALS / TRADE.

Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.

The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.

If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

1 Cement ACC Cements, Ultra-tech Cements, Gujrat Ambuja or equivalent approved. By NABARD

2 Sand River sand only.

3 Acrylic Polymers Mc Bauchemie India (P) Ltd., Roffe Construction Chemicals Pvt. Ltd., Sunanda Speciality Coatings (P) Ltd., Sika Qualcrete Ltd., FOSROC Chemicals (I) Ltd. or equivalent approved by NABARD

4 Epoxy Resins Dr. Beck * XCO (India) Ltd., Hindustan Ciba Geigy Ltd., SIP Resins Ltd. or equivalent approved by NABARD.

5 Water proofing compounds Mc Bauchemie India (P) Ltd., Roffe Construction Chemicals Pvt. Ltd., Sunanda Speciality Coatings (P) Ltd., Sika Qualcrete Ltd., FOSROC Chemicals (I) Ltd. or equivalent approved by NABARD

6 Glazed Tiles Jhonson, Kajaria, or equivalent approved by NABARD

7 Painting Material -

OBD, Synthetic Enamel Paint, Cement Paint Goodlas Nerolac, Asian Paints, killick Nixon, Jenson & Nicholson, ICI, Berger, or equivalent approved by NABARD.

6. 100% Acrylic water Proof Emulsion Paint Excel of Goodlas Nerolac,

7. Apex - Weather proof Exterior Emulsion of Asian pints or equivalent as approved by NABARD

**APPENDIX HEREIN BEFORE REFERRED TO
CLAUSE**

- 1) Defects Liability Period One Year
- 2) Period of Final Measurement Three months
- 3) Date of Commencement 10th day of Issue of work order.
- 4) Date of completion is the date of virtual completion of the work
- 5) Liquidated damages at the rate of Rs. 0.25% of total value of the work per week subject to maximum of 5% of total value of work.
- 6) Value of works for Interim Bill Rs. 3.00 Lakhs (90% of measured work value shall be paid in the RA bill. Balance payment shall be considered in the final bill)
- 7) Retention Percentage 5% of the bill value.
- 8) Total Retention Money (Earnest Money + Retention Money) 5% of total value of work.
- 9) Return of retention Money One year after the the date of Virtual completion and successful completion of defect liability period.

EMPLOYER

CONTRACTOR

ANNEXURE "A"

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
- 3 (A). Suitable and strong scaffolding should be provided for workmen for all works that can not safely be done from ground.
- 3 (B). The workmen should be provided with safety equipment like Safety belts, helmets etc.,
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 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.
6. Every opening in the floor of a building or in a 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 meter.
7. No floor, roof or other part of the structure shall be so overloaded 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 handgloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
(ii) Suitable face masks should be supplied for use by the workers when the paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters 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 External surface shall be covered with suitable material like Tarpaulins, Gunny bags etc., to protect from the falling and spreading of debris, materials, dust etc., and also to protect the work from damage.

Proforma - 47 "A"

FORMAT FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

THIS DEED OF GUARANTEE executed at _____ on this _____ day of _____ 2010 by the _____ Bank, a banking company constituted under _____ Act, having its Head Office at _____ (hereinafter referred to as 'the Surety', which expression shall unless repugnant to the context or meaning include its successors and assigns)

IN FAVOUR OF

THE NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter referred to as "NABARD", which expression shall, unless repugnant to the context or meaning include its successors and assigns).

WHEREAS

1) NABARD desires to external painting works etc., for their Regional Office Building at E-5 ,Arera Colony , Ravishankar Nagar , Bhopal - 462016 (the said project for short) and accordingly invited tenders for the purpose on various trades in that behalf and accordingly invited tender dated ----- for the purpose on various terms and conditions as stipulated therein .

3) It is one of the terms and conditions of the said request for quote/tender that the contractor will have to deposit a sum equivalent of Rs28,000/- (Rupees Twenty-Eight thousand Only) as and by way of Earnest Money Deposit (EMD) which is payable by the Contractor in Demand Draft (DD)

4) M/s. ----- having its Head office /registered office at -----(hereinafter referred to as "our said constituents" which expression shall, unless repugnant to the context or meaning, include its successors and assigns) intend to submit their quotations for the said work .

5) At the request of our said constituents, NABARD has agreed not to insist for Earnest Money Deposit payable by DD and accept a guarantee , from the Surety in lieu thereof as hereinafter contained.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSTH

That in consideration of NABARD at our request, agreeing not to insist upon the Earnest Money Deposit in DD and accepting this guarantee in lieu thereof, we the _____ Bank, hereby unconditionally and irrevocably guarantee unto NABARD that our said constituents will perform all their duties and functions and discharge all their obligations under various terms and conditions of the said "Request for tender" conditions to the full satisfaction of NABARD failing which the surety shall on demand by NABARD, Bhopal the sum of of Rs28,000/- (Rupees Twenty-Eight thousand Only).

2) The surety hereby further covenants that :

(i) the surety shall pay to NABARD the said sum not exceeding Rs. 1,80,000/- (Rs One lakh Eighty thousand only) on first demand of NABARD made in writing by NABARD without reference to our said constituents and not withstanding any dispute or difference that may arise between NABARD and our said constituents.

(ii) That this guarantee shall be a containing guarantee and shall not be revoked by the surety without prior consent in writing of NABARD.

(iii) That the decision of NABARD on the breach of any terms and conditions of the said Tender by our said constituents or their failure to perform obligations or discharge the duties under the said Request for Tender shall be final and binding on the surety and shall not be disputed by the Surety either inside or outside Forum such as court, tribunal, arbitration or other authority.

(iv) That the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by the Surety either inside or outside forum such as court, tribunal, arbitration or other authority.

(v) That any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said Tender or showing of any indulgence or negotiate further by NABARD with our said constituents or any variation in regard to the conditions contained in the said tender and thereby

modify these conditions and added thereto any further conditions as may be mutually agreed upon between NABARD and our said constituents or any other act or deed on the part of NABARD which, but for this clause may have the effect of discharging the surety under the law relating to guarantee shall not discharge the surety from its obligations herein and the surety shall be discharged only by compliance by our said constituents of all their obligations, duties under the said Request for Quote/Tender.

- (vi) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of our said constituents or winding up or merger or amalgamation of our said constituents or by change in the constitution or in the name of our said constituents.
- (vii) That it shall not be necessary for NABARD to exhaust its remedies against our said constituents before invoking the guarantee and the guarantee herein contained shall be enforceable against the surety notwithstanding any other security which NABARD may have obtained or may obtain from our said constituents, any, at the time when this guarantee is invoked be outstanding and unrealised.
- (viii) That the surety hereby agrees that this guarantee commences from the date hereof and shall remain in force till our constituents , if the tender is accepted by you , furnishes the security as required under the said specifications and executes a formal agreement therein provided and be in force for up to six months from the date of the Bank Guarantee and the surety hereby agrees to renew this guarantee at the request of NABARD in the event of the said work given to our said constituents under the said request for Tender is not completed .
- (ix) Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of the expiry of this guarantee and unless the claim is so preferred against the surety, the surety shall stand discharged of all its liabilities hereunder.

IN WITNESS WHEREOF the within named Surety has caused these presents to be executed on its behalf by the hand of its duly authorised official on the date and at the place first herein above written.

Signed, sealed and delivered for

and on behalf of

The surety herein by the hand of

Shri its duly authorised official.