

Ref. No. NB. Ori /
March 2008

/ Prem-65 / 2007-08

M/s

Dear Sirs,

Repainting of the Bank's Regional Office
Building at Bhubaneswar - Notice Inviting Tender

National Bank for Agriculture and Rural Development (NABARD) is intending to execute the subject mentioned work at "ANKUR", 2/1 Nayapalli, Civic Centre, Bhubaneswar - 751015. The tender booklet for this work can be obtained from the Premises Section in the 3rd floor at the above address from 10 March 2008 to 19 March 2008 on all working day between 10.00 hrs To 13.00 hrs at a cost of Rs 500.00 (Rupees Five Hundred only) per set in the form of crossed Demand Draft / Bankers' Cheque / Pay Order from a Scheduled Bank and drawn in favour of NABARD and payable at Bhubaneswar which amount is not refundable under any circumstances. The Tender booklets can also be downloaded from the Bank's website (<http://www.nabard.org>). The Vendors, who will submit the downloaded tender forms from the website, have to pay an additional Rs 500.00 towards the cost of tender documents alongwith the EMD amount. The tender will not be considered for acceptance under any circumstances, if any of the requirements as per the Tender Notice remains unfulfilled.

2. We also request you to kindly visit the site of work and study the local site conditions before quoting. Your offer in the prescribed tender form should be submitted to us in two sealed envelopes separately (as Envelope 1 & Envelope 2) and both the Envelopes should be addressed by name to Shri A.K.Mukhopadhyay, Officer-In-Charge, National Bank for Agriculture & Rural Development, Orissa Regional Office, "ANKUR", 2/1 Nayapalli, Civic Center, Bhubaneswar – 751 015 and should be superscribed "**Tender for the repainting of Bank's Regional Office Building at Bhubaneswar - Envelope 'I' or 'II' as the case may be**".

3. Sealed Envelope No. I should contain the following :

- a) Earnest Money Deposit (EMD) including the cost of Tender paper (if applicable) of required amount in the form of Demand Draft /Bankers' Cheque/ Pay Order from a scheduled Bank drawn in favour of NABARD and payable at Bhubaneswar.



- b) Volume 1 i.e Technical Bid of the Tender document.
 - c) Technical & Financial conditions (if any).
 - d) Details about the number of works of similar nature individually costing not less than Rs 4,61,700.00 completed satisfactorily during last 3 years - if not submitted earlier.
 - e) Details of satisfactory work completion Certificate from the Clients for the works of similar nature individually costing not less than Rs 4,61,700.00 during last 3 years - if not submitted earlier.
 - f) Details of solvency certificate from the Bank with their name & Address - if not submitted earlier.
 - g) Details of Clients with the names of work, year of execution, cost and the Authority under whom the work was executed with their postal address, Telephone / Mobile number and also documentary evidence of their experience.
4. Envelope (II) to contain the Price bid i.e. Part 2 of the Tender document.
- 5. This sealed envelopes should be submitted to the Premises Section in the 3rd floor at the Office of the undersigned not later than 13.00 Hrs. on 21 March 2008.**
6. Envelope No. I will be opened at 15.00 hrs on 21 March 2008 or at a later date as decided by the Bank in the presence of bidders / their authorized representatives, who choose to be present. The date of opening of the Envelope No. II shall be intimated to the Vendors separately, after examining their credentials to participate in the further tendering process and after examining the conditions (if any) put forth by the tenderers. The price bid (Envelope II) of only those Vendors shall be opened, who will be found eligible to participate in the tender, after the scrutiny. The EMD of all the in-eligible Vendors shall be refunded by Account Payee cheque payable at Bhubaneswar. NABARD reserves the right with itself to change / vary the minimum eligibility criteria for selection of the Vendors i.e. if no. of response is more from the Vendors, the Bank at it's sole discretion may enhance the minimum eligibility criteria and if the no. of response is less, the Bank may relax the minimum eligibility criteria as deemed fit.
7. For other desired information, kindly refer to the relevant pages of the detailed tender.

Yours faithfully

Sd/-
(A.K.Mukhopadhyay)
Officer-In-Charge

NABARD
ORISSA REGIONAL OFFICE
"ANKUR" 2/1, NAYAPALLI
CIVIC CENTRE, BHUBANESWAR – 751 015

TENDER NOTICE

National Bank For Agriculture and Rural Development, Bhubaneswar

Sealed Tenders in two Envelope system [Envelope (1) to contain the part 1 i.e. Technical bid alongwith the name and address of their Bankers and Clients with the names of work, year of execution, cost and the Authority under whom the work was executed with their postal address and also documentary evidence of their experience, EMD and cost of tender document (if applicable) in the form of DD/PO/BC & Envelope (2) to contain the Price bid i.e. Part 2 of the Tender document] are invited for the work of repainting of the Bank's Regional Office Building at Nayapalli, Bhubaneswar estimated to cost Rs.9,23,400/- and to be completed within 90 days. Only Contractors having about 3 years of experience in undertaking similar nature of work and having executed two or more similar type of works individually costing not less than Rs.4,61,700/- need tender for the work. Tender forms will be issued on any working day from 10.00 hrs To 16.00 hrs between 10 March 2008 to 19 March 2008 from the Premises Section at 3rd floor in the Office of the undersigned at Ankur, 2/1 Nayapalli, Civic Center, Bhubaneswar - 751 015 on payment of Rs.500.00 per set towards the cost of tender documents in the form of crossed DD / BC / PO from a Scheduled Bank and drawn in favour of NABARD and payable at Bhubaneswar which amount is not refundable under any circumstances. The Tender forms will be issued only to those, who furnish written information about the names and addresses of their Bankers and Clients with the names of work, year of execution, cost and the Authority under whom it was executed along with their correct postal address and also documentary evidence of their experience. Tenders in the prescribed forms alongwith EMD of Rs.18,468.00 (Rupees Eighteen Thousand Four Hundred Sixtyeight only) in the form of crossed DD / BC / PO drawn in favour of NABARD on any scheduled Bank and payable at Bhubaneswar superscribing the name of the work on sealed envelope and addressed by name to Shri A K Mukhopadhyaya, Officer In Charge will be received by Bank upto 13.00 hrs on 21 March 2008 and will be opened on the same day at 15.00 hrs or next working day in the presence of the authorised representative of the tenders, who choose to be present. The Bank is not bound to accept the lowest or any tender. The details of the tender document is also available in the Bank's website, <http://www.nabard.org>

Note : The Vendors, who will submit the downloaded tender forms from the website, have to pay an additional Rs 500.00 towards the cost of tender documents alongwith the EMD amount.

(Sd/-)

Bhubaneswar
(A.K.Mukhopadhyay)
Date : 29 February 2008

Officer-In-Charge

**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT
(NABARD)**

**ORISSA REGIONAL OFFICE
BHUBANESWAR**

TENDER FOR

**RE-PAINTING OF
NABARD'S REGIONAL OFFICE BUILDING**

AT

**"ANKUR", 2/1, CIVIC CENTRE, NAYAPALLI
BHUBANESWAR**

(Part - I)

Technical Bid

NAME OF TENDERER: _____

ADDRESS : _____



FORM TO TENDER

Place :

Date :

Shri A.K.Mukhopadhyay
Officer-In-Charge
National Bank for Agriculture and Rural Development
Orissa Regional Office
“ANKUR”, 2/1 Nayapalli
Civic Centre
Bhubaneswar - 15

Dear Sir,

Repainting of the Bank's Regional Office Building at Bhubaneswar

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out, having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating there to as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance with the specifications and instructions in writing referred to in Instructions to the tenderers and terms and 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.



MEMORANDUM

- (a) Description of works : Repainting of the Bank's Regional Office Building at Bhubaneswar.
- (b) Estimated Cost : Rs 9,23,400.00
- (c) Earnest money : Rs 18,468.00
- (d) Percentage, if any, to be deducted from bills : As Applicable
- (e) Time allowed for completion : 90 Days from the tenth day of date of written order to commence the work

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD/RMD/TSD and pay to the National Bank for Agriculture and Rural Development the amount mentioned in the said conditions.

3. I/We have deposited a sum of Rs 18,468.00 as Earnest Money Deposit / Initial Security Deposit with the National Bank for Agriculture and Rural Development, which amount is not to bear any interest. Should I/We fail to execute the contract, when called upon to do so, I/We do hereby agree that this sum will be forfeited by the National Bank for Agriculture and Rural Development from me/us.

4. Our bankers are :

(i)

(ii)

The names of partners of our firm are :

(i)



(ii)

Name of the partner of the firm authorised to sign

OR

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

Yours faithfully,

Signature of Contractor

(Signature and addressed of witnesses)

(1)

(2)

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the _____ day of _____, between the National Bank for Agriculture and Rural Development (NABARD) having its Head Office at Bandra Kurla Complex at Mumbai - 51 and Regional Office at "ANKUR", 2/1 Nayapalli, Civic Centre, Bhubaneswar - 751 015 (hereinafter called "the Employer") of the one part and _____ having its office at _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of Repainting of its Regional Office Building at Bhubaneswar and the scope & nature of work may require some miscellaneous minor civil related works and has caused specifications describing the work to be done.

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

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as " the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the contractor shall upon and subject to the said Conditions execute and complete the work shown

upon the said Drawings and described in the said Specifications and the Schedule of Quantities.

2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable as per the measurement, at the time and in the manner specified in the said Conditions.

3. In the said conditions herein before mentioned, the Chief General Manager / Officer In-Charge of the Orissa Regional Office, Bhubaneswar shall act on behalf of the Employer.

4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

5. The Agreement and other documents mentioned herein (such as Notice Inviting Tender, Instructions to the Tenderers, General and Special Terms & Conditions, Technical Specifications, List of Approved Materials, Appendix, Schedule of Quantities shall form the basis of this Contract.

6. This Contract is neither a fixed Lump sum Contract nor a piece work Contract but is a contract to carry out the work, in respect of painting of the entire buildings to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said Conditions.

7. The Contractor shall make good any damages done to walls, floors, etc. after the completion of such works.

8. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any item or items of work or having portions of the same carried out by another Contractor without prejudice to this Contract.

9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal works order as



provided for in the said Conditions whichever is earlier and to complete the entire work within 90 days subject nevertheless to the provisions for extension of time.

10. All payments by the Employer under this contract will be made only by A/C payee cheque at Bhubaneswar.

11. In case of any dispute arising out of this Agreement, only the Arbitrator / tribunal / Courts in Bhubaneswar shall have jurisdiction to determine the same.

1

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

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

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

Signature Clause :

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

(name and designation)

in the presence of

(1)

Address



(2)

Address

(Witnesses)

SIGNED AND DELIVERED BY _____
_____ in the presence

of

(1)

Address

(2)

Address

(Witnesses)

The COMMON SEAL OF _____
was hereunto affixed pursuant to the resolutions passed by its Board of
Directors at the meeting held on _____ in
the _____ presence _____ of _____ (1)

(2)

Directors, who have signed these presents in token thereof in the
presence of (1) _____
(2) _____

SIGNED AND SEALED BY the Contractor by the hand of
Shri _____
and duly constituted attorney.



INSTRUCTIONS TO THE TENDERERS AND GENERAL TERMS AND CONDITIONS

1. Sealed Tenders should be addressed by name to **Shri A.K.Mukhopadhyay**, Officer In Charge, National Bank for Agriculture and Rural Development, Orissa Regional office, Bhubaneswar and super scribed “Tender for the Repainting of Bank’s Regional Office Building at Bhubaneswar” and send so as to reach him not later than 13.00 hrs on 21 March 2008.
2. No tender will be received after the due date and time under any circumstances whatsoever.
3. Tenders will be opened at 3.00 P.M. on 21 March 2008 at the Bank’s Regional office by the Officer In Charge, Orissa Regional Office, National Bank for Agriculture and Rural Development, 2/1 Nayapalli, Civic Center, Bhubaneswar or any other Officer / Officers designated for this purpose by him and the tenderers or their Authorised representatives, should they choose to be present.
4. Tenders shall remain open for acceptance by the Employer for a period of 120 days from the date of opening the tender which may be extended for a suitable period on mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
5. The tenderer have to compulsorily use the tender booklets sold by the Employer to fill in the rates.
6. The tender form must be filled in English and all entries must be made by hand and written in ball pen. If any of the pages of tender booklet is found missing or unsigned, the tender may be considered invalid by the Employer in it’s discretion.
7. Rates should be quoted both in figures and words in columns specified. Any alterations made while filling the rates must be attested with the initials of the tenderer. Overwriting of figures should be avoided. Failure to comply with either of these conditions will render the tender void at the Employer’s option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
8. Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted



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

9. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Employer.
10. The Employer (National Bank for Agriculture and Rural Development) does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
11. The Earnest Money Deposit of Rs 18,468.00 paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.
12. On receipt of work order from the Employer, 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 Articles of Agreement and the Schedule of 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.
13. Tenders received late on account of any reason whatsoever as also telegraphic and faxed Tenders shall not be entertained.
14. Completion period of the work mentioned in this tender shall be 90 days, which shall be reckoned from the 10th day of the date of issue of work order.
15. In case of delay due to the Contractor's failure to complete the work in scheduled time, Liquidated Damages (L.D.) for delay shall be recovered from the contractor @ 0.25% (Zero Point Two Five percentage only) of the accepted Tender Value per week of delay subject to a maximum of 5% (Five percent only) of the actual cost of work. However, if after the delay analysis, it is established that the delay is not on account of the Contractor, no L.D. shall be recovered. **To differentiate between the same, the contractor in his own interest should keep a hindrance register at site and note down the**



delay occurred (if any), the reason for the same and get the same authenticated by Employer's Engineer from time to time.

16. Defects Liability Period (DLP) will be considered as 12 months after certified date of Virtual Completion. During the DLP, the contractor is responsible for any type of defects noticed in his work. He should make good the defects within 10 days of the date of written communication to him. If the defects are not made good to the satisfaction of Employer's Engineer, within the above period, the Employer will be at liberty to make good the defects noticed through any other contractor and the cost of the repair shall be recovered from the Security Deposit / Retention Money Deposit lying with the Employer.
17. Validity of offer shall be 120 days from the date of opening of price bid (Envelope II) of the Tender, which may be extended for a suitable period on mutual agreement. No extra cost shall be payable towards this.
18. Except the EMD of the lowest tenderer, the EMD deposited by all the other Tenderers shall be refunded by A/C payee cheque payable at Bhubaneswar. The EMD submitted by the successful tenderer shall be adjusted towards Initial Security Deposit (ISD). The successful tenderer shall further deposit with the Employer the differential amount of 2.00% of the work order value and EMD already deposited (which will be treated as ISD). This may be paid in the form of Demand Draft /Bankers' Cheque/ Pay Order on a scheduled Bank and drawn in favour of NABARD and payable at Bhubaneswar.
19. The minimum value of work to be considered for raising a RA bill is Rs 2,00,000.00 (Rupees Two Lakh only) (except final bill).
20. Retention money @ 5.00 % of the value of work shall be recovered from each RA bill. For the purpose of effecting recovery, the ISD of 2.00% of the Contract price already deposited earlier shall be first adjusted towards the RMD. After full adjustment of the ISD, the balance amount of RMD may be actually deducted from the RA bills.
21. The Contractor, on award of work shall take comprehensive Contractor's All Risk Insurance Policy for an amount @ 1.25 times the value of the work as per the work order, Workmen Compensation Policy for suitable amount as desired by the Employer and 3rd party liability, for entire duration (including the extended period if any) of the work. The third party insurance shall be



against any damage or loss or injury, which may be caused to any person or property including the employees or servants of the Employer by or in the course of execution of works. This insurance shall be in a sum equivalent to 2% of the value of work order. Unless all the original policy certificates (as aforesaid) are handed over to Bank, the RA bills from the contractor will not be settled.

22. The contractor should keep qualified & responsible supervisors at site for day to day supervision of work. The no. of such supervisors required for the work shall be decided by the Employer depending on the volume of work going on at a time. No extra payment shall be admissible for them. They should also maintain a register to keep a record of the various type of construction and painting materials received & consumed everyday during the work.
23. Empty painting or primer boxes / tins / buckets shall neither be used for any miscellaneous work related to painting nor to be thrown away nor to be taken out of Bank's premises without the permission of Employer's Engineer. The contractor should keep a record of the various materials consumed in the work vis-a-vis the area covered and no. of boxes / tins / buckets emptied during the work. However, with the permission of Employer's Engineer, the empty boxes / tins / buckets can be used by the contractor for miscellaneous painting related works.
24. Limited storage space for keeping the painting and other related consumables can be given to the contractor on request. However, the contractor has to arrange for enclosing the area from all sides to keep the materials under his lock & key. After completion of the work or at the instruction of Employer's Engineer, whichever is earliest, the contractor has to clean this area and vacate it within 3 days.
25. The Employer reserves the right to divide & distribute the work to more than one contractor, if it is in his own interest. Also, the Employer reserves the right to accept or reject any or all tenders of any firm/firms in part or whole, without assigning any reason for doing so. Such decisions can not be challenged in any Arbitration, Court or Tribunal.
26. The Tenderers are advised not to enclose any sort of conditions, own terms of payment etc. alongwith the sealed Tender. In case of any doubt/ambiguity in the tender form or in case of any clarification desired by



the Tenderer, they should get the same clarified from the Premises Section, 3rd floor, NABARD, "ANKUR", 2/1 Nayapalli, Civic Center, Bhubaneswar – 751 015, well before the due date of submission of the Tender. If no clarification is sought from the Premises Section of Employer before the due date of tender submission, it will be presumed that the Tenderer/s have no doubt as regards the work to be executed and they are well aware of each and every aspect of the job to be done. After the submission of the tender, no request for any further clarification will be entertained. However, after opening of the tender, if any sort of conditions etc. are found in the sealed envelope, the same will not be taken into consideration under any circumstances. The Employer (NABARD) at its sole discretion may decide to reject all such Tender/s. No correspondence in this regard shall be entertained by the Employer and its decision shall be treated as final and binding).

27. Fifty (50) % of the total Retention Money (RMD) deducted from various bills or adjusted against the EMD / ISD, shall be refunded to the contractor, after the virtual completion of the work on receiving such a request from the contractor. The balance 50% of the RMD shall be kept with the bank till the end of the Defects Liability Period (DLP). This amount shall be released to the contractor, only after successful rectification of all the defects to its true intent as pointed out to the contractor during the DLP. If the Employer has to engage other Agency to rectify any defects noticed during the DLP at its cost, the same shall be recovered from the balance 50% RMD and the remaining amount will be refunded to the contractor. It is further specifically agreed to by the Contractor that, in case the amount spent by the Employer in rectifying the defects is not sufficient to be recovered in full from the balance 50% RMD, the contractor shall pay to the Employer the shortfall amount within 15 days of date of intimation to him. In any case, the RMD shall not bear any interest during release.
28. The Contractor shall not assign or sublet the contract or 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 EMD / ISD / RMD shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.



29. The tenderer shall submit along with his tender the list of manufacturers of paints which he proposes to use in the work if his tender is accepted.
30. A Schedule of probable Quantities in respect of each work and the detailed specifications in respect of the same, is attached to the tender. The Schedule of probable Quantities is liable to alteration, omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
31. 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, if any, and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
32. The rates quoted in the tender shall include all charges for double scaffolding, centering, hire for any tools and plants, sheds or material, marking out and clearing of site, watering, etc as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to vary because of labour conditions, fluctuations in railway freight rates etc or any conditions whatsoever. Tenderers must consider all applicable taxes, duties or any other levy to be levied by the Central / State Government or Local authority, while quoting their rates. No claim in respect of reimbursement /payment of sales tax, municipal tax, excise duty, octroi or other such tax or levy shall be entertained by the Employer.
33. The Contractor should note that unless and otherwise stated in the tender, this contract is strictly on item rate basis and rates for each 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 in respect of loss of profit or any thing else shall be entertained on this account.



34. Time allowed for carrying out the work as mentioned in the tender shall be strictly observed by the Contractor and it shall be reckoned from the 10th day of written order to commence the work. 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 per the relevant clauses of the Contract. The tenderer shall before commencing work prepare a detailed work programme in the form of a Bar chart which shall be approved by the Employer.
35. 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 causes of delay may be, including the 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 material 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 any liability for any sum besides the tender amount, subject to such variations as are provided for herein.
36. The successful tenderer is bound to carry out any other items of work (not included in the tender) necessary for the completion of the job even though such items are not included in the schedule of quantities. Such items shall be executed as Additional / Extra / Deviated / Substituted Items of work and the rates for the same shall be worked out from the market rate analysis / derived from the existing tendered rates as per the normal practice followed by NABARD. The Schedule of instructions in respect of such additional / extra / deviated / substituted items and their quantities will be issued in writing by the Employer.
37. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with least inconvenience and to satisfaction of the Employer.
38. The Employer will provide water and power required for the work free of cost from a suitable source and the contractor shall arrange to tap the same, with their own material as required. After completion of the work,



the original condition should be restored by the contractor at his cost and to the satisfaction of Employer. The Contractor has to take necessary precaution against unnecessary wastage of water and power provided by the Employer. Penalty shall be imposed at the sole discretion of the Employer, if this condition is not strictly adhered to by the Contractor.

39. The EMD / ISD / RMD may be forfeited at the sole discretion of the Employer, if the contractor fails to comply with any of the conditions of the Contract.
40. The rate & amount column in the Schedule / Bill of Quantities should be filled up with both words & figures. In case of any discrepancy in quoting of the rates & amounts in figures & words, the following procedure shall be adopted for evaluating the tender :
 - (1) When there is a difference in quoting the rates in figures and words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.
 - (2) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - (3) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
41. The quantities mentioned in the BoQ put to tender are approximate. In case, during the execution of the work, the executed quantity exceeds the tender provision, the following procedure shall be followed, while settling the bill of the contractor :
 - (1) If the excess executed quantity is equal to or less than 10 % of the tender quantity, the contractor shall be paid for the excess quantity at the tendered rate.
 - (2) If the excess executed quantity is more than 10 % of the tender quantity, the contractor shall be paid for the same (i.e. for the quantity beyond 1.1 times of tender quantity) at negotiated rate, which is to be mutually decided. In any case, the negotiated rate should not be more than the lowest tendered rate for that particular item as quoted by all other contractors.



I/We hereby declare that, I/We have read and understood the above instructions to the tenderers & general terms and conditions and in case our tender is accepted, I/We, will abide by the same.

Date :

Address and seal of the tenderer

.....

.....

Signature

Name.....



ANNEXURE ' A ' SAFETY CODE

1. Readily available first aid appliances / kit including adequate sterilised dressings and cotton wool shall be kept at a accessible place within the site.
2. An injured person shall be taken to a public hospital without loss of time, in case of the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 3 metres in length. The width between the said rails shall not be less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of 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 metre.
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 hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is being dry rubbed and scrapped.



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.

THE CONDITIONS HEREIN BEFORE REFERRED OF

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

- | | | |
|-----|---------------------|---|
| (a) | "Employer" | Shall mean National Bank for Agriculture and Rural Development (NABARD) and shall include its assigns and successors. |
| (b) | "Contractor" | shall mean _____ and shall include his/their legal representative assigns or successors. |
| (c) | "Site" | shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use. |
| (d) | "This Contract" | shall mean the Notice Inviting Tender, Form of Tender, Articles of Agreement, the instructions to the tenderers & general terms and conditions, the safety code, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed. |
| (e) | "Notice in writing" | or written notice shall mean a notice in writing, 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 address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

- (f) "Act of Insolvency" shall mean any act of Insolvency as defined by the Presidency Towns Insolvency Act or any Act amending such original.
- (g) "The works" shall mean the repainting of NABARD's Regional Office building at "Ankur", 2/1 Nayapalli, Civic Center, Bhubaneswar - 15 as provided herein.

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

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

- (a) The variations or modifications or 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 and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any person employed there upon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.



The Contractor shall forthwith comply with and duly execute any work comprised in such employers 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 by the Contractor within seven days, and if not dissented from in writing within a further "seven days by the Employer's Instructions within the scope of the Contract.

3. The Original Contract Agreement shall remain in the custody of Employer. A copy of the Contract Agreement shall be furnished free of cost to the Contractor.

4. The Contractor shall provide everything necessary for the proper execution of the works according to it's true intent and meaning of the Schedule of Quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred thereon, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications he shall immediately and in writing refer 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 the relevant clause of the Agreement.

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, licence fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

6. 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 general 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 the general public 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.

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

8. All materials and workmanship shall so far as procurable be of the respective brands 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. If desired by the Employer, the contractor shall at his own cost arrange for and/or carry out any test of any materials procured by him for the work in a authorised testing laboratory.

9. The Contractor shall give all necessary personal superintendence during the execution of the work, and as long thereafter as the Employer necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. Any direction, explanation, Instructions or notice given by the Employer to the supervisors engaged by the contractor at site shall be held to be given to the Contractor.

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

11. The Employer and his authorized representative 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 procured, and the Contractor shall arrange for every facility to them for inspections and examination and test of the materials and workmanship. No other person except the Public Authorities shall be allowed to have the access to works.

12. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part share thereof or interest therein without the written consent of the Employer ; and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. No alteration, omission or variation shall vitiate this Contract but in case the Employer think proper at any time during the progress of the works to make any alterations in or addition to or omissions from the works on any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing and under his hand to the Contractor, the Contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification without the previous consent in writing of the Employer and the value of such extras, shall in all cases be determined by the Employer in accordance with the provisions of the relevant Clauses of contract, and the same shall be added to or deducted from the Contract Amount accordingly.

14. The Schedule or Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description 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 as ascertained shall be added to or deducted from the Contract Amount (as the case may be) provided that there shall be no rectification of error in the Contractor's Schedule of Rates.



15. 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.

16. The Contractor shall record all the measurement in respect of the various items of work carried out by him. The Employer may from time to time test check the measurement taken by the contractor. For this purpose, the Contractor shall attend or send a qualified Agent/supervisor for assisting the employer in checking such measurement and calculations and to furnish all particulars or to give all assistance required by him. 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, the measurement taken by the Employer or a person approved by him shall be taken as final and binding on the contractor for acceptance.

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

- (a) (i) The rates or prices in the original Tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (a) (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 out to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the priced Schedule of Quantities or Tender or for any item of the works involves loss of expense beyond that reasonably contemplated by the Contractor is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices in accordance with the local day work rates and provided that vouchers specifying the daily time and materials employed be delivered for verifications to the Employer or his representative at or before the end of the week following that in which the work has been executed. The final measurement and submission of final bill in respect of the Contract shall be completed within 60 days of the virtual completion of work.

18. Any unfixed material for which the contractor has already received payment and the same is placed at the site and adjacent to the works in progress, shall not be removed by the contractor 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.

19. The Employer shall, during the progress of the works, have power to order in writing from time to time, removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specification or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Specification or instructions; and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry

out the same; and all expenses consequent or incidental there to shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

20. Any defects, such as peeling off, fading of paint or any other faults which may appear within the "Defects Liability Period" and in the opinion of the Employer, such defects are either due to bad product quality or due to bad workmanship, shall be made good by the contractor within or after the virtual completion of the works. 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 recovered from him by the Employer a sum equivalent to the cost of amending such work. In the event of the amount retained under RMD being insufficient, recover the balance from the Contractor from any other payment due to the contractor not connected with this tender, together with any incidental 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 relevant Clauses, 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.

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

22. The Contractor shall be responsible for all injury to person, animals or belongings, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor's employees, whether such injury or damages arising from carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contract. This Clause shall be held to include, inter alia, any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to buildings and work forming the subject of this Contract, by frost or other inclemental weather. The Contractor shall

indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damaged under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

The Contractor shall reinstate all damages of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every aspect 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 Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or Policies with the Employer from time to time, during the currency of the Contract.

The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings and also in respect of any award of or compensation of damages arising there from.

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

23. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forth with 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.



24. If the Contractor fails to complete the work by the date stated in the Appendix or within any extended time the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contract.

25. If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or 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 lock-out 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.

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

27. 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 there for, if so required by Employer.



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

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

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

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

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 form 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 in defiance of the Employer's Instructions to the sublet any part of the Contract.

Then and in any of the said cases the Employer may notwithstanding any previous waiver after giving seven days' notice in writing to the Contractor, determine the Contract. And further, the Employer by his Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery steam and other power utensils and material lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and



workmen in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the works and the Contractor shall not in anyway interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the works shall be completed the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realised.

28. The Contractor shall be paid by the Employer from time to time by installments on account of the works executed when in the opinion of the Employer work to the approximate value named in the Appendix as "Value of work for Interim Payments" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract subject however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Money Deposit for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the Building. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such-period as the works shall have been finally completed and all defect made good according to the true intent and meaning thereof whichever shall last happen, provided always that 'on account' payments during the progress of the works or at or after that completion shall not relieve the Contractor from his liability under relevant clause nor relive the Contractor of his liability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

The Employer shall have power to withhold any payment the works or any parts thereof are not being carried out to his satisfaction.

29. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under aforesaid 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.

30. Save and except the clauses where the decision of the Employer is final and binding upon the Contractor, in case of dispute on other matters may be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties.

The Arbitrator shall have power to open up, review and revise any opinion, decision requisition or notice, save in regard to the excepted matters referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to him and of which notice shall have been given as aforesaid.

Rider

The Arbitrator shall make his award within one year after entering on the reference.

Upon every or any such reference the cost of an incidental to the Reference and Award respectively shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. The submission shall be deemed to be a submission to Arbitration within the meaning of the recent Indian Arbitration and Conciliation, Act, or any statutory modification thereof. The Award of the Arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator given abide by the decision of the Employer and no Award of the Arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employee and the Contractor or hereby also agree that



Arbitration under this clause shall be condition precedent to any right of action under the Contract.

31. The Employer shall have a right to call for a technical examination of the whole works and all the bills of the contractor including all supporting vouchers abstracts etc, may be subjected to such examination. 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.

32. If, for any reason, the Employer is obliged, by virtue of the provisions of sub-section (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 from the contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under subsection (2) of Section 12 of the said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting if 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.

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



APPENDIX HEREIN BEFORE REFERRED TO

CLAUSE

Defects Liability Period	Twelve months from date of Virtual completion
Period of Final Measurement	60 days from the date of virtual completion
Date of commencement	10th day from the date of work order
Date of completion	90 days from the date of commencement
Liquidate Damages	0.25 % of the work order value per week of delay, subjected to a maximum of 5.00 % of the actual gross value of work executed.
Value of works for Interim Certificates	Rs. 2.00 lakh
Retention Money Deposit	5% of each interim bill
Total retention money	5% of the actual gross value of work.
Installment after Virtual Completion	50% of the aggregate of Security Deposit and amount actually retained.

Signature of EMPLOYER

Signature of CONTRACTOR



**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT**

**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT
(NABARD)**

**ORISSA REGIONAL OFFICE
BHUBANESWAR**

TENDER FOR

**RE-PAINTING OF
NABARD'S REGIONAL OFFICE BUILDING**

AT

**"ANKUR", 2/1, CIVIC CENTRE, NAYAPALLI
BHUBANESWAR**

(Part - II)

Financial Bid

NAME OF TENDERER: _____

ADDRESS : _____

**Name of the work : Re-painting of NABARD's Regional Office Building
at Ankur, 2/1, Civic Center, Nayapalli, Bhubaneswar.**

SCHEDULE of QUANTITIES

Sr. No.	Description of the item	Quantity	Unit	Rate (Rs)	Amount (Rs)
1	Breaking of Plaster : Erection of approved scaffolding, necessary protective measures for not spreading the debris by means of hessian cloth, protective measures with plywood etc. for existing openings like doors, windows etc., identification of defective plaster area, demarcation of same with distinct colour or chalk, getting approval and cutting the groove with electrical cutter to the depth of existing plaster & carefully breaking internal or external plaster in patches or long stretches and all levels without damaging the plaster or brickwork in the vicinity, collection of debris after the day's work and storing within the allotted site up to 10 cum and disposing of the same as soon as the quantity exceeds 10 cum from the site by mechanical transport etc., all complete as directed. (Note : No extra payment shall be made for the extra thickness of plaster broken). The rate should include for eradicating the weeds/shrubs/trees grown on building surface by applying saturated solution of Ammonium Sulphate to the roots including cutting, removing, disposing of deadwood etc. all complete as directed.	50	Sqm		
2	Waterproof Plaster : Providing and applying 20 mm thick cement plaster or more as necessary in two coats at all levels either in patches (after the identification of damage, areas proposed to be plastered, the same are to be marked with groove with electrically	50	Sqm		



	<p>operated cutter between sound and unsound plaster) or in long stretches, 1st coating 14mm thickness or more in cement mortar 1 : 4 and the second coat of 6mm thickness with c.m. 1 : 3 sponge finished and mixed with approved water proofing compound in both the coat, curing for 7 days for both the coats and cutting the groove in wet mortar to the size of 20mm wide x 10 mm deep wherever necessary etc., as directed including scaffolding etc. Complete. (Note:- No extra payment shall be made for extra thickness of plaster carried out to match with the existing surface nor for drip mould). The rate should also include for removing and re-fixing the GI pipe line with new GI fittings if necessary as per requirement at the site on the vertical external facade.</p>				
3	<p>Repair of cracks on wall : Cutting the cement plaster and / or brick wall from both the sides of the crack in the manner as directed at site with electrical/mechanical cutter upto suitable depth and width as directed by Bank's engineer and after cleaning the cut area with water, cement slurry is to be applied. Chicken mesh of approved size has to be provided and secured on the crack, so as to cover at least 50 mm width on both sides of the crack and it should also cover the full length of the crack Over the chicken mesh, fresh cement plaster may be done in one or two coats (for internal or external surfaces respectively) with 15 or 20 mm thickness cement mortar as indicated in item 2 above.</p>	50	Mtr		
4	<p>Scrapping the existing wall surface & remove the loose & blistered surface coating upto cement plaster and finishing walls with exterior quality paint such as "SandTex Matt" of M/s Snowcem India or any other approved equivalent of desired shade on old work (two or more coats on</p>	7,700	Sqm		



	existing surface applied as per manufacture's specification). Works to be done as directed at site by Bank's Engineer.				
5	Surface preparation as per the detailed specifications and painting the wall surface & ceiling with 1st quality plastic emulsion paint of approved brand & manufacturer and of required shade complete as per manufacturer's specification to give an even shade with one or more coats on old work including the cost of erecting scaffolding & removing the same (if any) after completion of work including the cost of removing the dust, stains, painting spots, marks etc.	1,500	Sqm		
6	Surface preparation as per the detailed specifications and painting the wall surface & ceiling with 1st quality Oil Bound Distemper (ready made) of approved brand & manufacturer and of required shade complete as per manufacturer's specification to give an even shade with two or more coats on old work including the cost of erecting scaffolding & removing the same (if any) after completion of work including the cost of removing the dust, stains, painting spots, marks etc.	900	Sqm		
7	Surface preparation as per the detailed specifications and painting the M.S. Iron grills, railings, truss, doors, windows or any such other area etc with 1st quality synthetic enamel paint of approved brand & manufacture to give an even shade with two or more coats on old work.	550	Sqm		
8	Surface preparation as per the detailed specifications and painting the wall surface & ceiling with 1st quality plastic emulsion paint of approved brand & manufacturer and of required shade	4,200	Sqm		



	complete as per manufacturer's specification to give an even shade with two or more coats on old work including the cost of erecting scaffolding & removing the same (if any) after completion of work.				
9	Surface preparation as per the detailed specifications and Painting the wooden doors, windows, chowkhats, louvers etc with two or more coats of 1st quality synthetic enamel paint of approved shade, brand & manufacturer to give an even shade on old work.	350	Sqm		
10	Painting the rain water pipes, soil/sewer pipes, waste pipes, vent pipes etc (of 100mm dia or more) with two or more coats of 1st quality synthetic enamel paint of approved shade, brand & manufacture to give an even shade on old work.	250	Mtr		
11	Painting the GI water supply pipes (of 15mm dia or more) with two or more coats of 1st quality synthetic enamel paint of approved shade, brand & manufacture to give an even shade on old work.	200	Mtr		
12	TOTAL				

Place : Signature :

Date : Name :

Address of the Contractor / Authorised :
Person signing on behalf of the Contractor