



REF.NO.NB.PD/AMC / WATERPROOFING / 2007-08

05 APRIL 2007

M/s.

DEAR SIR,

NOTICE INVITING TENDER – WATERPROOFING WORKS TO PREVENT LEAKAGES IN STRUCTURAL WINDOWS IN NABARD HO BUILDING AT BKC, MUMBAI

We invite you to tender for the captioned work. The Tender Document is enclosed herewith and may also be obtained from the Premises Department, National Bank for Agriculture and Rural Development (NABARD), 2nd Floor, A Wing, Bandra-Kurla Complex, Bandra (East), Mumbai: 400051, OR the documents may be downloaded from NABARD web site www.nabard.org.

The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates. Sealed Tender in the prescribed Tender Document should be addressed by name to Shri RB Haranal, Chief General Manager, Premises Department, National Bank for Agriculture and Rural Development, 2nd Floor, Bandra-Kurla Complex, Bandra (East), Mumbai: 400 051 and super scribed " **WATERPROOFING WORKS TO PREVENT LEAKAGES IN STRUCTURAL WINDOWS IN NABARD HO BUILDING AT BKC, MUMBAI**".

The envelope containing the priced Tender completed in all respects, duly signed by the tenderer and sealed as necessary, should be dropped inside the Tender Box available in the Premises Department, A Wing before **14-30 Hours on 19.04.07** and late Tenders shall not be accepted.

The Tenders will be opened on the same date i.e. **19.04.07 at 15-00** hours in the presence of the tenderers or their authorised representatives who choose to be present. NABARD reserves the right to accept or reject any Tender, either in whole or in part without assigning any reasons for doing so and does not bind to accept the lowest or any Tender. NABARD also reserves the right to negotiate or partly accept any Tender or all Tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NABARD for negotiation, etc. if required.

Tenders, which do not fulfill all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions are liable to be rejected.

Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the Chief General Manager, Premises Department, NABARD who will review the questions and if it is felt that the information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become



part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender.

NABARD also reserves the right to divide and distribute the work to more than one Contractor at its sole discretion.

The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also of the following points.

- (a) The time period allowed for execution of work will be **02 Months** from tenth day of issue of Work Order or date of H/O of site whichever is later.
- (b) Validity of offer should be 90 days from the date of opening of price bids.
- (c) The tenderer shall enclose a demand draft amounting to **Rs 19,000.00 (Rupees Nineteen Thousand Only)** drawn on any scheduled commercial Bank payable at Mumbai, in favour of National Bank for Agriculture and Rural Development towards Earnest Money Deposit (EMD), failing which the tender will be rejected. The EMD shall not bear any interest. In case tenderer backs out from his offer submitted to the Bank, at any stage, his EMD shall be forfeited by the Bank.

A Pretender Meeting has been arranged on **15.04.07 at 14-30 hours** in the Premises Department, 2nd Floor, A wing, National Bank for Agriculture and Rural Development. You are also invited to attend the meeting after visiting the site to satisfy yourself regarding queries and doubts, if any.

This Notice Inviting Tender (NIT) shall also form part of the Tender Document.

YOURS FAITHFULLY

(P. K. BHARDWAJ)
ASSISTANT GENERAL MANAGER
PREMISES DEPARTMENT



**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT**

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

PLACE :

YOURS FAITHFULLY

DATE :

NAME AND ADDRESS OF THE TENDERER

(SIGNATURE OF THE TENDERER)



NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

**WATERPROOFING WORKS TO PREVENT LEAKAGES IN STRUCTURAL WINDOWS IN NABARD HO
BUILDING AT BKC, MUMBAI**

GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL CONDITIONS

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor shall furnish rate analysis for scrutiny of the rates by NABARD, if required.
3. Rates should include all Taxes, Surcharges, Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
4. The work shall be carried out in accordance with the latest CPWD specifications. If CPWD specifications for a particular item of work is not available latest BIS code shall be applicable. Decision of the Bank shall be final and binding in this regard. Materials used should conform to relevant BIS Code. Method of Measurements shall be followed as per BIS code as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD will be final.
5. Income Tax, VAT, service tax and other taxes/ levy/ chess as applicable will be deducted from total payment due to the Contractors.
6. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
7. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Construction / Maintenance Contract and NABARD will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
8. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations.
9. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
10. The Contractor shall be fully responsible and shall compensate NABARD with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of NABARD in this regard shall be final and binding.
11. The contractors should not employ any person who is prohibited by law from being employed for fulfilling obligations under this contract.
12. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously



and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.

13. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount / s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
14. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
15. The work should be carried out with least inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc..
16. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.
17. The Contractor shall provide everything necessary for the proper execution of the works. NABARD will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by NABARD. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P etc.. at his cost during the execution of any work and remove them as soon as the work is completed., without causing any damage to the bank's property.
18. Retention money @ 5% of the gross value of the work done and claimed will be deducted from each running bill and final bill. This amount shall not bear any interest, and will be refunded after the expiry of defect liability period of 12 months from the date of virtual completion of work., provided the contractor has satisfactorily carried out rectification of defects pointed out during the defect liability period, to the entire satisfaction of the Bank,. Notwithstanding which, the amount will be utilized for rectification of the said defects at contractor's risk and cost. Retention money together with EMD shall not exceed 5% of the gross value of the work done. If the work is not completed satisfactorily and/or within the stipulated time, Bank shall be at liberty to take action as deemed fit, by means of reviewing tenderer's eligibility to remain on the panel of the Bank. Bank's decision in this regard shall be final. Essence of this clause does not absolve responsibility of the contractor under clause no 29 here-in-after.. The defect liability period mentioned here-in-above is for the physical defects observed in materials, workmanship etc.
19. All the works mentioned under the scope of this contract shall be carried out within a period of 02 Month which shall be reckoned from 10th day of issue of Work Order or date of H/O of site whichever is later, failing which liquidated damages shall be levied on the contractor and will be recovered from the amount due to him @ 0.25% or part thereof of the accepted tender value per week of delay subject to a maximum of 5% of the value of the work.
20. **Validity OF OFFER:** 90 Days from the date of opening of the Tenders.
21. All the pages of the Tender Document shall be signed by the Tenderer.



22. The Envelope containing Tender / Quotation should be properly sealed, addressed, duly super scribed with name of work and due date of opening and should be submitted in the prescribed Tender Box in the Office of the Chief General Manager, Premises Department, National Bank for Agriculture and Rural Development, Post Box No. 8121, Plot No.C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai: 400 051. The last date of receipt of Tender is on or before 2.30 p.m. on 17.04.07. Tenders will be opened on the same date i.e. on 17.04.07 at 3.00 p.m. or at a later date/ time as may be notified by NABARD.
23. Bids submitted by unauthorised agents and FAX / Telex / Telegraphic bids shall not be entertained / considered.
24. Rates should include for removal of debris out of premises to the safe BMC limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD, the Bill will not be accepted.
25. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.
26. The Contractor should take necessary Insurance cover at his cost for his persons employed at site. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall indemnify NABARD in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen or due to any accident etc. The insurance policy may be obtained in the joint name of NABARD and the contractors (NABARD's name to appear first) for the insured amount of 1.25 times of the tender amount and the original may be deposited to NABARD. In case no insurance policy furnished before commencement of the work, NABARD will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of NABARD in this regard shall be final and binding. The insurance policy shall be work and site specific.
27. NABARD reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and indisputable.
28. The quoted tender of the firm, once accepted by NABARD shall form a binding contract even if no formal agreement is executed.
29. In addition to defect liability period of 12 months mentioned in clause no 18, the works covered in this tender shall be covered under a full performance guarantee for five (05) years from date of virtual completion of work. The guarantee shall be executed on stamp paper for complete rectification of the works in case of any leakage/seepage of within 15 days of notification. In addition to this, a Bank Guarantee from any scheduled commercial Bank equal to 5% of the value of work (rounded of to next thousand rupees) or a fixed deposit from any scheduled Commercial Bank equal to the said amount in favour of NABARD shall be submitted for period of five years from the date of virtual completion of the work. The same returned to the contractor on expiry of the Guarantee Period. In case of failure of the contractor to rectify the defects within the period stipulated above, the Bank will be at liberty to invoke Bank Guarantee or utilize the Fixed Deposit as the case maybe, for rectification of defects at risk, cost and consequences of the contractor. If the amount of Bank Guarantee or



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Fixed Deposit amount is not sufficient for rectification of defects, contractor will have to deposit excess amount with the Bank on demand.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

NABARD



**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT**

**PLACE :
DATE :
ADDRESS :**

(SIGNATURE OF THE TENDERER)

NAME AND SEAL

**PARTICULARS OF EMD ENCLOSED
DD NO DATE AND BANK
AMOUNT
PAN NO OF THE FIRM**



Waterproofing Works to Prevent Leakages in Structural Windows in NABARD HO Building at BKC, Mumbai					
	Building, Bandra Kurla Complex, Mumbai				
Sr No	Description of item	Qty	Unit	Rate	Amount (Rs)
1	Removing the existing Structural Sealant completely including washing, cleaning the dust, dirt in order to prepare the surface to receive new sealant, and applying DC-995 (Black) Structural Sealant of M/S Dow Corning of atleast 12 mm depth and thickness confirming to the size of groove after filling the rear gap by means of fixing 1st quality thermocol backer rod sticking with the same sealant all as per sample done on ground floor E-wing. The work is to be carriedout strictly as per manufacturer's instructions, through approved applicators of M/S Dow Corning. Certificate of approved applicator from M/S Dow Corning is to be submitted. Contractor for this purpose may engage agency approved by the manufacturer afer seeking approval of the Bank. Contractor at his description may use safe and stable electrically operated Gondolla/car trolley or safe and stable Tubular (steel) double scaffolding, the rates are deemed to be inclusive of the same.	1820	Running Metre		
	Rate in words				
2	Cleaning by scrapping, washing the junction between marble lboxing and the structure, around the window to make it completely free of the dust, dirt, loose cement mortar in order to prepare the surface to receive new sealant, and applying DC-789 (Weather, clear) Silicon Sealant of M/S Dow Corning all as per sample done on ground floor E-wing. The work is to be carriedout strictly as per manufacturer's instructions, through approved applicators of M/S Dow Corning. Certificate of approved applicator from M/S Dow Corning is to be submitted. Contractor for this purpose may engage agency approved by the manufacturer afer seeking approval of the Bank. Contractor at his description may use safe and stable electrically operated Gondolla/car trolley or safe and stable Tubular (steel) double scaffolding, the rates are deemed to be inclusive of the same.	1850	Running Metre		



	Rate in words				
	Total				
Date:		Sign of firm's representative with stamp			
Place:					