

Ref. No. NB.PD/ /Maint/DP/2006-07
Date 11 September 2006

M/s.

To whom NIT has been sent

Dear Sir

Notice Inviting Tender - Renovation of VEF at building No. 5A at Damodar Park, Ghatkopar (W)

We invite you to tender for the captioned work. The Tender Document may be collected from the Premises Department or may be downloaded from the Nabard's 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. The sealed Tender with the prescribed Tender Document should be addressed by name to RB Haranal, Chief General Manager, Premises Department, National Bank for Agriculture and Rural Development, (2nd Floor, ' B' Wing), Bandra Kurla Complex, Bandra (East), Mumbai: 400051 and super scribed "**Renovation of VEF at Damodar Park**". The envelope containing the tender completed in all respects duly signed by the tenderer and sealed as necessary, should be dropped inside the Tender Box available in Premises Department, 2nd floor (' A' Wing) before **4.30 hours on 27/09/2006** and late tenders shall not be accepted.

The tenders will be opened on the same day i.e. **27/09/2006 at 15:00 hours** in the presence of the tenderers or their authorized representatives who choose to be present. NABARD reserves its 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 its 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, National Bank for Agriculture and Rural Development, who will review the questions and information and if not clearly indicated or specified, NABARD will issue

clarifications to all the tenderers which will become the 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 pretender meeting . 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 aspects as indicated in the Tender Document.

A prebid meeting will be held on 22/09/2006 at the conferance room of the Premises Department. and tenderers are requested to attend it .

The tenderer shall enclose a Demand Draft amounting to **Rs. 10000.00 (Rupees Ten Thousand only)** drawn on any scheduled Bank payable at Mumbai in favour of National Bank for Agriculture and Rural Development towards Earnest Money Deposit (EMD), failing which tender shall be rejected and the EMD will not bear any interest. The successful tenderer will be issued with Acceptance of Tender/ Work Order from NABARD and should commence the work at short notice.

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

Yours faithfully

Sd/-

(N W Khedkar)

Asst. General Manager

LETTER OF SUBMISSION OF TENDER FROM THE CONTRACTOR

RB HARANAL
CHIEF GENERAL MANAGER
PREMISES DEPARTMENT
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
PLOT NO. C-24, ' G' BLOCK
BANDRA-KURLA COMPLEX
BANDRA (EAST)
MUMBAI - 400 051

DEAR SIR

Renovation of VEF at Damodar Park

- (1) I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
- (2) I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender,
- (3) I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
- (4) I / We enclose herewith interest-free **Earnest Money Deposit (EMD) for Rs. 10000.00 (Rupees Ten Thousand only)** by Demand Draft payable at Mumbai in favour of National Bank for Agriculture and Rural Development and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in the event of our failure to execute the Contract when called upon to do so by accepting our Tender.
- (6) The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever.
- (7) Should this Tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

NAME OF THE PERSON AUTHORISED TO SIGN AND SUBMIT THE TENDER I) _____
II) _____

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

PLACE :

YOURS FAITHFULLY

DATE :

NAME AND ADDRESS OF THE TENDERER

(SIGNATURE OF THE TENDERER)

NAME AND SEAL

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Renovation of VEF at Damodar Park

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 familiarize themselves with the site conditions before quoting.
2. The quantities indicated in the BOQ are only indicative and shall be executed only at the sole discretion of NABARD.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per Act etc. leviable at present and in future and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
5. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of NABARD will be final.
6. The items not covered in the BOQ of the Contract Document shall be paid at the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor' s OHP plus Works Contract Tax as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
7. Income Tax, service tax,VAT and other taxes as applicable will be deducted from total payment due to the Contractors.
8. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and experience in their trade.
9. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy 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

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.

10. All parties are bound by the prevailing Indian Contract Act and prevailing Rules.
11. 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.
12. 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.
13. The Contractor or his authorized representative should visit the site frequently and as required by NABARD's Engineer for any clarifications and to receive instructions, take measurements, etc. at the site.
14. 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.
15. 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.
16. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
17. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.

18. 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.
19. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.
20. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
21. On site storage space will be provided to the Contractor subject to availability. However, the contractors may erect temporary sheds for storage purpose at his cost with the permission of NABARD. NABARD will not be responsible for Contractor' s materials. The Contractor shall be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
22. 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.
23. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
24. The Tenderer shall enclose a **Demand Draft for Rs. 10000.00 (Rupees Ten Thousand only)** drawn in favour of National Bank for Agriculture and Rural Development payable at Mumbai towards Earnest Money Deposit (EMD). In case of successful Tenderer, the EMD will be retained with NABARD and, which will be refunded on completion of contract. In case of unsuccessful Tenderers, the EMD will be refunded only on Award of Contract. The EMD / SD will not bear any interest. If the Tenderer withdraws his Tender before expiry of the validity period of the Tender or if the Contractor fails to execute / complete the works satisfactorily,

NABARD reserves the right to forfeit the EMD / SD. Any Tender not accompanied by the EMD will be rejected.

25. **RETENTION MONEY DEPOSIT (RMD)/ SECURITY DEPOSIT (SD) :** 5% of the gross value of the work done and claimed in each Running Bill and Final Bill will be retained as RMD. This amount shall not bear any interest. The EMD already with NABARD shall be taken into account and adjusted towards Security Deposit while settling the Final Bill. The SD will not bear any interest and will be refunded after Defects Liability Period of 12 months from the date of Virtual Completion of works, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD.
26. **DEFECTS LIABILITY PERIOD :** Twelve (12) months from the date of Virtual Completion of works as certified by NABARD.
27. Any defect which may appear within the defect liability period of 12 months after the completion of work should be rectified by the contractors at his cost and only after that the Security deposit will be refunded to the contractors.
28. **LIQUIDATED DAMAGES :** If the tenderers fails to complete the works by the date mentioned under clause no. 30 or within the extended time, then the contractors shall pay or allow the employer the sum worked out at 0.25% of the accepted Tender Value per week of delay or part of the week subject to maximum of 5% of the value of work to be recovered as liquidity damages
29. **PAYMENT OF CONTRACTOR'S BILL :** RA bills will be paid against the work and the value of each RA bill shouldn't be less than Rs.20 lakh. No advance shall be paid.
30. **TIME OF COMPLETION :** 90 days for all the four flats from the 10th day of issue of work order or handing over the site which ever is later. Two flats will be handed over at a time for work
31. Additional Terms and Conditions as per enclosure.

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

PLACE :

DATE :

(SIGNATURE OF THE TENDERER)

:NAME AND ADDRESS

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Renovation of VEF at Damodar Park :TERMS AND CONDITIONS

1. The Quotation / Tender is strictly on Item Rate basis.
2. All the pages of the Tender Document shall be signed by the Tenderer.
3. NABARD takes no responsibility for delay / loss in post or non receipt of Quotations / Tender Documents.
4. Bids submitted by unauthorized agents and FAX / Telex / Telegraphic/ Postal/courier/ e-mail bids shall not be entertained / considered.
5. Rates should include for removal of debris out of premises to the safe BMC limit, removing stains, cleaning the site thoroughly to the satisfaction of the NABARD' s Engineer.
6. Quantities mentioned in the schedule of quantities may vary to any extent or may be deleted without assigning any reasons and as such, the rates quoted should be firm, workable, reasonable and should include all kinds of Taxes, Duties, Work Contract Tax, VAT, Octroi, service tax etc. as applicable during the currency of the contract, overheads and profit etc. No separate charges for carriage or labour would be made. The rate should include the discount (if any) also. There is no question of extra payment above the quoted rate under any circumstance.
7. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines, scaffolding etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
8. If last date of receipt of Tender / Quotation and opening date is a closed holiday for NABARD, then submission and opening of Tenders / Quotations shall be shifted to **next working day without change of time and venue.**
9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviatonal Tenders may be rejected without making any reference to the Tenderers.

10. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
11. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
12. (a) No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor' s sole responsibility to protect NABARD' s staff and his employees against accidents from any cause and he shall indemnify NABARD against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.

(b) Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.
13. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of safety rules and regulations .
14. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
15. The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the NABARD's Engineer.

16. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.
17. Notwithstanding any thing stated above, NABARD reserves its right to assess the Tenderer' s capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
18. The decision of NABARD in awarding the work shall be final and can not be subjected to arbitration.

Special Condition

1. There are four flats on 5 A block, where the works are required to be done. All the four flats are in the 12th floor. Hence, special safety measures are required to be observed while carrying out the work.
2. Two flats will be made available at a time. After satisfactory completion of those flats in all respect other two flats will be handed over to the contractors.
3. There are some furniture in the flats,(before starting work) which should be shifted to another vacant flat on 11th or 10th floor at no extra cost. The furniture has to be arranged properly in the flats after completion of the work.

DECLARATION BY THE CONTRACTOR

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

PLACE :

DATE :

(SIGNATURE OF THE TENDERER)

ADDRESS :

NAME AND SEAL