

**TENDER DOCUMENT FOR  
EXTERNAL PAINTING WORKS TO NABARD'S STAFF QUARTERS  
AT  
'NABARD PARK, SANTACRUZ (E) , MUMBAI**

**VOLUME - I**



**PREMISES DEPARTMENT**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
NABARD BUILDING, II-FLOOR, A & B wings, PLOT NO. C-24, "G" BLOCK,  
BANDRA- KURLA COMPLEX, BANDRA (E), MUMBAI- 400051**

## **NOTICE INVITING TENDER**

Dear Sirs,

**SUB: External Painting works to NABARD's Staff quarters at 'NABARD park, santacruz (E), Mumbai.**

Tenders are invited from eligible interested parties to tender for the captioned work. Contractors.

Tender Forms will be available from the Premises Department, National Bank for Agriculture and Rural Development, II<sup>nd</sup> Floor, A & B Wing, NABARD Building, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 (Telephone : 2653 9164, 2653 9162), from **16.11.2006 to 30.11.2006**, on payment of Rs. 500/- (Rupees Five Hundreds only) **towards Cost of application** by Demand Draft drawn on any Nationalised/Scheduled Bank payable at Mumbai drawn in favour of National Bank for Agriculture and Rural Development.

The tender documents may also be downloaded from the NABARD web site **www.nabard.org** up to **1400 hrs on 30.11.2006**. Those who download the tender documents from the web site will be required to submit a DD of Rs. 500 as the cost of the tender paper.

The sum of Rs. 500/- **towards Cost of application for each type** is not refundable. No other form of payment will be accepted.

Scope of works includes external painting of flats including Lift Machine Rooms, Staircase head rooms, Watchman Cabin, Electric Meter Room, Pump Rooms and Compound Walls etc.

The sealed tender in the prescribed tender form in **two separate envelopes** as follows should be addressed to Shri R B Haranal, Chief General Manager, Premises Department, National Bank For Agriculture and Rural Development, NABARD Building, II<sup>nd</sup> floor A & B wings, Plot No. C.24," G" Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 and super scribed as "**Tender for External Painting works to NABARD's Staff quartersat 'NABARD park, santacruz (E) Mumbai.**

**Envelope No. 1** shall contain sum of Rs. 500/- **towards Cost of application** if downloaded from web site and Earnest Money Deposit of Rs. 25,000/ in the form of Demand Draft drawn on any Nationalised/Scheduled Bank payable at Mumbai drawn in favour of National Bank for Agriculture and Rural Development along with duly filled & signed complete in all respects (Volume -I) Tender document, Documentary evidence of PAN number of the Firm/ Contractor.

**Envelope No. 2** shall contain Volume - II of the tender booklet and separate BOQ or Price bids ( in duplicate) duly filled & signed complete in all respects. (Any conditions mentioned in envelope shall not be taken in to consideration for evaluation of the tender).

Both the envelopes shall be submitted to - Chief General Manager, Premises Department, National Bank For Agriculture and Rural Development, NABARD Building, IInd floor, Plot No. C.24," G" Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 **not later than 14.30 Hrs on 30.11.2006.**

Envelope No. 1 will be opened on the same date i.e. **30.11.2006 at 15.00 Hrs**, at the above address in the presence of the tenderers or their authorised representatives who choose to be present.

If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening by the tenders shall be shifted to next working day without change of time and venue.

The Tenderers shall furnish the following along with the tender in envelope 1:

- a. Bar chart in duplicate indicating the program for execution of items.
- b. Separate Demand Drafts from a Nationalized Bank/Scheduled Bank payable at Mumbai in favour of NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT amounting to **Rs. 25,000/-** as EARNEST MONEY DEPOSIT.

The tenderer will have to quote for all the sections included in the tender documents.

NABARD reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bound themselves to accept the lowest or any tender.

NABARD also reserves **the** right to negotiate or partly accept any or all the 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 above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents 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, 2<sup>nd</sup> Floor B-wing, NABARD Building, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, who will review the questions and where 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.

**The Tenderers may please note this.** NABARD also reserves the right to divide and distribute the work to more than one contractor. In such cases the decision will be solely at the discretion of NABARD including that of assignment of works. You are advised to ensure strict observance of commercial aspect of this tender and also of the following points:-

- a. Time of Completion- **03 months** including monsoon months from the 10<sup>th</sup> day of issue of letter of acceptance for tender.
- b. Submission of detailed Bar Chart indicating your scheduled programme for all major activities. This bar chart will be referred to during the progress of the work to establish periodical landmarks of achievement of scheduled progress. In case of deviations of work revised Bar Chart, based on revised scope of work to be submitted by the contractor.
- c. The onus of Cooperation with other contractors for any disciplines in services lie on the tenderer.
- d. It may please be noted that all documents that comprise the tender documents should be signed and sealed by the tenderer.
- e. No part of the bill of quantities including specifications should be deleted.
- f. Validity of offer : 120 days from the date of opening of price bids.
- g. Liquidated Damages : 0.25 % of the accepted tender value per week or part of the week subject to maximum of 5% of tender value.
- h. Defects liability Period : 12 months from the date of virtual completion, as certified by NABARD.

The successful tenderer will enter into agreement with NABARD as per the standard format within 14 days on receipt of Letter of Acceptance of tender from NABARD.

**A pre tender meeting is arranged on 27.11.2006 at 15.00 HRS.** at the Premises Department, National Bank for Agriculture and Rural Development, NABARD Building, II nd floor, A - wing, plot No. C.24," G" Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051. You are also requested to attend the meeting to satisfy yourself regarding queries and doubts, if any.

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

Yours faithfully,

**N.W. Khedkar**  
**Asstt. General Manager.**  
**Premises Department.**

## FORM OF TENDER

Place :

Date :

Chief General Manager,  
Premises Department,  
National Bank for Agriculture  
and Rural Development,  
Mumbai.

Dear Sir

Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

- (a) Description of work/s : External Painting Works to  
Nabard's Staff quarters at Nabard Park,  
Santacruz(W) ,S.V. Road, MUMBAI
- (b) Estimated Cost : Rs. 12.50 Lacs
- (c) Earnest Money : Rs. 25,000/-,
- (d) Percentage, if any,  
to be deducted from bills : Prevailing statutory taxes as per Govt  
Notifications
- (e) RMD : 5% of bill value

- (f) Time allowed for completion of the work/s  
from tenth day after date of written order  
i.e. date of commencement : Three, months
2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the National Bank for Agriculture and Rural Development the amount mentioned in the said conditions.
  3. I/We have enclosed DD for Rs. 25,000 as Earnest money with the National Bank for Agriculture and Rural Development, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited.
  4. The lists showing the particulars of large works carried out as required under clauses 17 of the Special Conditions are enclosed.
  5. 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**

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

Yours faithfully

Signature of Contractor

(Signature and addresses of witnesses)

(1)

(2)

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_,  
between the National Bank for Agriculture and Rural Development having its Head  
Office at Mumbai - 400 051 (hereinafter called "the Employer") of the one part and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of External painting of flats Staff Quarters at NABARD park, santacruz (E), and has caused specifications describing the works 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 the work/s 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 time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said 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, at the times and in the manner specified in the said Conditions.
3. In the said Conditions hereinbefore mentioned, the officer in charge of the Premises Department shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of 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 himself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within Three, **months** subject nevertheless to the provisions for extension of time.
10. All payments by the Employer under this contract will be made only at Mumbai.

11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
12. That the All parts of this Contract have been read by the Contractor and fully understood by 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 Shri \_\_\_\_\_ -

\_\_\_\_\_ (name  
and designation) in the presence of

(1) \_\_\_\_\_

Address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_

Address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( If the party is a Partnership firm or an  
individual, should be signed by all or on behalf of  
all the partners )

SIGNED AND DELIVERED BY

\_\_\_\_\_ in the  
presence of

(1) \_\_\_\_\_

Address :

\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_

Address :  
\_\_\_\_\_  
\_\_\_\_\_

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

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) \_\_\_\_\_

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

SIGNED AND SEALED BY the Contractor by the hand of Shri \_\_\_\_\_ and duly constituted Attorney.

## **GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS**

1. Sealed item rate Tenders, in both Envelopes should be addressed to Chief General Manager, Premises Department, National Bank for Agriculture and Rural Development, Mumbai and superscribed "**Tender for the External painting works for the flats at NABARD park, santacruz (E)**" and send so as to reach him not later than **14.30 hrs on 30.11.2006**. Tenderers should clearly indicate on each copy of the tender, under their full signature, whether it is the original or duplicate copy.
2. No tender will be received after **14.30 hrs on 30.11.2006** under any circumstance whatsoever.
3.
  - (a) Tenders will be opened at **15.00 hrs on 29.11 .2006** at his office by Chief General Manager, Premises Department, National Bank for Agriculture and Rural Development, Mumbai or any other officer designated for this purpose by him in the presence of the other officials and the tenderers or their representatives, should they choose to be present.
  - (b) Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.
  - (c) The tenderer must use only the forms issued by the Employer/ Downloaded from Website to fill in the rates.
4.
  - (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.
  - (b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not

permitted, failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.

- (c) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.
  - (d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.
5. The 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 the whole or in part, without assigning any reasons for doing so.
6. (a) Intending tenderers shall pay as earnest money a sum of Rs. 25,000/-, by a demand draft drawn on a scheduled Bank which amount will be credited into the office of the National Bank for Agriculture and Rural Development. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order.
- (b) Under no circumstance, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
7. The Earnest Money Deposit of Rs. 25,000/- 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.

8. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall be sign an agreement in accordance with the draft agreement and "the said Conditions" but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the person so tendering, whether such formal agreement is or is not subsequently executed.
9.
  - (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfillment of the contract by the contractor, 5% of the value of work done will be deducted by the Employer from each payment to be made to the Contractor. The Retention money (security deposit) will be released by the Employer after rectification of the defects pointed out during the defects liability period of one year. The amounts retained by the employer shall not bear any interest.
  - (b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his retention money and the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
10. The contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

11. The tenderer shall submit along with his tender a list mentioning the names of manufacturers of paints which he proposes to use in the work if his tender is accepted.
12. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alteration by omission, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
13. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
14. The rates quoted in the tender shall include all charges for double scaffolding, centering, hire charges for any tools and plants, sheds for material, marking out and clearing of site, watering, as mentioned in the specification. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, service tax, VAT excise duty, octroi and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable. No claim in respect of service tax, VAT, sales tax, excise duty, octroi or other tax duty or levy shall be entertained by the Employer.
15. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total

extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in clause 27 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme, which shall be approved by the Employer.
17. Tenders will be considered only from recognised bonafide contractors in the trade as given in the NIT. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the Contractor in it and the time within which the works done by the Contractor in it and the time within the works were completed.
18. Special attention of the tenderer is drawn to the alternative items in the Schedule of probable Quantities, the rates and amounts for these alternative items (if given) shall be duly filled in and tenderer is informed that his tender will not be considered unless the alternative rates are given for these items. The Employer reserves to himself the right to adopt any of the alternative items either in scrutinising and deciding upon the tender or later when the works are being executed.
19. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government

controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

20. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
21. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
22. The Employer will provide water and power required for the work free of cost at a suitable point and the contractor shall make his own arrangement to carry the same as required. The Contractor should ensure that the water and power facility provided by the Employer are not wasted.
23. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
24. **CONTRACTOR'S LIABILITY AND INSURANCE:**

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

**Explanation:**

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

(b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, **for their full value provided under this contract, increased by 25% of the contract value** against the risk of loss or damage from any cause whatsoever including the causes enumerated in the forgoing Clauses (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia shall be borne and paid by the contractor. The said insurance shall also provide for the removal of debris of the lost or the damaged works.

The said insurance shall be in the joint name of the Employer and the Contractor, The Employer's name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor or any other agency of Employer's choice in installments for the purpose of rebuilding or replacement or repairing the works and/or goods destroyed or damaged as the case may be.

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

(d) The contractor shall indemnify and keep indemnified the Employer against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.

(e) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub-Contractor. For this purpose an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923,

as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premia shall be paid by the Contractor.

Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/ nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

- (f) The Contractor shall at all time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any staff quarters whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or staff quarters including the Employee or servants of the Employer and the Consultants and their staff quarters by or in the course of the execution of the works.
- (g) The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the expiry of effects liability period.
- (h) The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any, and shall be responsible for any claim or loss resulting from their failure of the subcontractor or nominated contractors to obtain adequate insurance protection in connection thereof. While taking the insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall cover their sub- contractors and nominated sub- contractors also.
- (i) If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

- (j) All insurance to be effected by the Contractor, and/or his sub- Contractors, or nominated sub- Contractors, if any, shall be taken only with any of the Nationalized Insurance Companies approved by the Employer.
- (k) We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's proforma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.

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

Witness

Signature of Tenderer :

\_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date :

## **ANNEXURE "A"**

### **SAFETY CODE**

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
- 3 (A). Suitable and strong scaffolds should be provided for workmen for all works that can not safely be done from ground.
- 3 (B). The workmen should be provided with safety equipments like Safety belts etc.,
4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

10. (i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.  
(ii) Suitable face masks should be supplied for use by the workers when the paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The External surface shall be covered with suitable material like Tarpaulins, Gunny bags etc., to protect from the falling and spreading of debris, materials, dust etc., and also to protect the work from damage.

**THE CONDITIONS HEREINBEFORE REFERRED TO**

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

- (a) "Employer" Shall mean National Bank for Agriculture and Rural Development 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.
- (c) "This Contract" shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.
- (d) "Notice in writing" written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (e) "Act of Insolvency" shall mean any act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
- (f) "The Works" shall mean the repainting of building for the Employer at NABARD park, santacruz (E), Mumbai 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 direction of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instruction, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to :-

- a. The Variations or modifications of the quality or quantity of works or the addition or omission or substitution of any work.
- b. any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or Specifications.
- c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The dismissal from the works of any person employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause 19.

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

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

4. The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and

Specification taken together whether the same may or may not be particularly shown or described therefrom, and if the Contractor finds any discrepancy in the writing refer the same to the Employer who shall decide which is to be followed.

5. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-Laws of any authority and of any Water, Lighting and other Companies and shall before making any variations from the Specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, Bye-Laws, in question, and any variation so necessitated shall be dealt with under clause No. 16.

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works. and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims' and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

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

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

8. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding

at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.

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

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

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

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

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

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

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

No person unauthorized by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.

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

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

17. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof ascertained under Clause 20 hereof shall be added to or deducted from the Contract amount (as the case may be) provided that there shall be no rectification or error in the Contractor 's Schedule of Rates.

18. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

19. The Employer may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Employer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either

of them. The mode of measurements shall be as detailed out under para "mode of measurements" in the chapter "specifications" in this tender.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Employer or a person approved by him shall be taken in accordance with the Standard Method of Measurements.

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

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

- (a) i) The net rates of prices in the original Tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.
- (b) The net prices of the original Tender shall determine the value of the items omitted provided if omissions vary, the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof, shall be such that in the opinion of the Employer the net rate or price contained in the priced Schedule of Quantities or Tender or for any item of the works involves loss of expense beyond that reasonably contemplated by the Contractor, is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix

such other rate or price as in the circumstance he shall think reasonable and proper.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Schedule of Quantities or; if not so stated then in accordance with the local day work rates and wages for the direct, provided that in either case vouchers specifying the daily time and material employed, be delivered for verifications to the Employer or his representative, at or before the end of the week, following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within 12 months of the completion of the Contract works as defined in Clause 23 hereof.

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

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

23. Any defect, such as peeling off, fading of paint or other faults which may appear within the "Defects Liability Period" stated in the appendix hereto or, if none stated, then within 12 months after the virtual completion of the works arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract shall upon the directions in writing from the Employer, and within such

reasonable time as shall be specified therein, be mended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other person to amend and make good such defects, or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer from the amount which may become due to the Contract, or the Employer, may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum equivalent to the cost of amending such work. In the event of the amount retained under Clause 31 being insufficient, recover the balance from the Contractor, together with any expense the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub - Contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 15, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof.

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

25. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to staff quarters which may arise from the operation or neglect of himself or damages arising from carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contractor. This Clause shall be held to include, inter alia, any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to buildings and works forming the subject of this Contract, by frost or other inclemency of weather. The Contractor shall indemnify them and hold him harmless in respect of all and any expenses arising from any such injury or damages to persons or staff quarters as aforesaid and also in respect of any claim made in respect of injury or damages under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.

The Contractor shall reinstate all damages of every sort mentioned in this Clause, so as to delivery up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the staff quarters or third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of

anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office, a Policy of Insurance in the joint names of the Employer and the Contractor, against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved office a Policy or policies with the Employer from time to time, during the currency of the Contract.

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

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

26. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

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

28. If in the opinion of the Employer the works be delayed (a) by force majeure or (b) reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or Public Authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesman engaged or

nominated by the Employer and not referred to in the Schedule or Quantities and/or Specification or (e) by reason of civil commotion, 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 endeavours to prevent delay and shall do all that may reasonably be required, to the satisfaction of the Employer to proceed with work.

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

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

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

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

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

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

OR if the Contractor

i) has abandoned the Contract, or

- ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the Employer Notice to proceed, or
- iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or,
- iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer's written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or
- v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or,
- vi) has insolvency defiance of the Employer's instructions to sublet any part of the Contract.

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

31. The Contractor shall be paid by the Employer from time to time by installments on account of the works executed when insolvency the opinion of the

Employer, work to the approximate value named insolvency the Appendix as "Value of work for Interim Payments" until the total amount retained shall reach the sum named insolvency the Appendix as "total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the Building. And the Contractor shall be entitled to the payment of the Final Balance insolvency accordance with the Final Certificate to be issued insolvency writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability period" insolvency the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof which ever shall last happen, provided always that 'on account' payments during the progress of the works or at or after their completion, shall not relieve the Contractor from his liability, insolvency cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies insolvency the works or materials which a reasonable examination would not have disclosed.

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

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

Insert hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without Appeal.

### **ARBITRATION**

33. If any dispute, difference or question shall at any time arise between the parties as to the constriction of this Agreement or concerning anything or as to the rights, liabilities and duties of parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer or its Chief Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving atleast 30 days' notice insolvency writing to the other (hereinafter referred to as the "Notice for Conciliation/Arbitration") clearly setting out the items of dispute to a Conciliation or Sole Arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the conciliator or the sole arbitrator referred to above, the Employer shall send to the Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Conciliator or the sole arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator referred to above, the Employer shall send to the Contractor within thirty days of the "Notice for Conciliation/Arbitration" a panel of three names of persons who shall be presently unconnected with the organization of the Employer or the Contractors.

The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employers shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the Conciliator or the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as Conciliator or the Sole Arbitrator and communicates his name to the Employer.

If the persons so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another person shall be appointed as aforesaid.

The Conciliation/arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator(s) the award of the Arbitrator(s) shall be binding and final on the parties. It is hereby agreed that in all disputes preferred to the Arbitrator, the Arbitrator shall give a separate award in respect of each

dispute or difference in accordance with the terms of reference and the award shall be a reasoned award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially be paid in equal proportion by each of the parties.

The cost of the Conciliation/Arbitration including the fees, if any, of the Conciliator or the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Conciliator or the Arbitrator as the case may be in the award.

The Employer and the Contractors also hereby agree that the Arbitrator under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

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

35. If, for any reason, the Employer is obliged, by virtue of the provisions of 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 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.

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

### **Excepted Matters**

**37.** The decision of Bank in respect of conditions described in para 2, para 4, para 11, para 26, para 23, para 28, Schedule of quantities, rates and percentage

approved by bank shall be final & binding on the Contractor. These matters will not be subject of arbitrator under any circumstances.

**APPENDIX HEREIN BEFORE REFERRED TO**

**CLAUSE**

12.	Defects Liability Period	One Year
19.	Period of Final Measurement	Three months
26.	Date of Commencement	10th day of Issue of work order.
26.	Date of Completion	Date of virtual completion of the work
27.	Liquidated damages at the rate of	Rs. 0.25% of total value of the work per week subject to maximum of 5% of total value of work.
31.	Value of works for Interim Certificates	<u>Rs. 5 Lakhs</u>
31.	Retention Percentage	5% of the bill value.
31.	Total Retention Money (Earnest Money + Retention Money)	5% of total value of work.
31.	Return of retention Money	One year after completion of Virtual completion certificate and successful completion of defect liability period.

**EMPLOYER**

**CONTRACTOR**

## **SPECIFICATIONS**

### General

1. The entire painting work shall be done in first class manner. The contractor shall use ready made paints of best quality and of approved manufacturers such as Shalimar Paints, Jenson & Nicholson, Goodlass Nerolac, Asian Paints, ICI Paints, Berger Paints etc of appropriate grade as per Annexure "A" to this specification. The Contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint which shall be carried out in the presence of Bank's Staff. The contractor shall deposit sample panels of paints at his own cost for approval prior to commencement of work with the Bank. The colour shades of the paint approved by the Bank only shall be used. For outside painting, **sample area shall be prepared and the shade got approved.**
2. Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 sqm. for each patch) and also making up the broken arises edge of walls, columns, beams, sills, ceiling, etc. so as to match the existing surface.
3. Special care shall be taken by providing suitable covers, tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants, the rates quoted shall include covering of furnitures and for handling and re-arranging the furniture etc. and any damage to staff quarters caused by the Contractor shall be made good by the Contractor at his cost. The external painting work in residential buildings shall be done in a sequence to complete all works required to be done, in as short a time as possible, in each flat. The contractor has to wash and clean the floors after his work in the area that has been completed.
4. No further coat shall be applied, till previous coat has completely dried.
5. Additional coats shall have to be given without any extra cost, if instructed by the Bank, over and above the number of coats prescribed till the surface presents smooth and uniform finish.

7. After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.
8. The contractor should include the cost of erecting scaffoldings, for painting the building from inside and outside.
9. Care should be taken to paint electric wiring on batten for which no extra payment will be made.

#### **MEASUREMENTS**

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

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

- (a) No deduction shall be made for opening less than 0.5 sqm. and no addition made for jambs, sills reveals therein etc.
- (b) Openings exceeding 0.5 sqm. shall be deducted and jambs, soffits, sills etc. measured.

#### **CO-EFFICIENTS TO BE APPLIED TO OTHER SURFACES TO GET PLAIN AREAS OF PAINTING**

- (a) Wooden doors, windows, partitions etc.

#### **(MEASURED FLAT INCLUDING FRAME)**

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

(b) Steel doors, windows etc.

**(MEASURED FLAT INCLUDING FRAME)**

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

(c) General Work

Expanded metal, grills, gratings, etc. 1.0 ( for painting all over)

## DETAIL SPECIFICATIONS

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

- (a) Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.
- (b) The surface to be patched, shall be wetted thoroughly and if plain, shall be recked or roughened up by hacking.
- (c) The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
- (d) The cement mortar used shall be 1:4 (one part cement to four parts of sand by volume) and the work shall be done as directed by the Engineer.
- (e) The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.
- (f) Wide cracks in plaster, if any due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled with 1:2 cement plaster with the addition of "Groutex" or "Expandex" and surface finished with plaster of paris. No payment will be made for this operation.
- (g) Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with "SNOW FILLA" or suitable material approved by NABARD. The rates quoted for respective items shall be inclusive of this operation.**

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

**Scaffolding :** Unless otherwise instructed by the Engineer, double scaffolding having two sets of vertical supports shall be provided. The supports

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

The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible.

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work or actual painting.

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the staff quarters or any loss of life due to the negligence on this regard shall be at the Contractor's account.

## II **Painting & Colour Washing :**

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

### 1. **White or Colour Washing :**

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

Prior to painting, fine cracks may be filled with distemper or Enamel putty depending on the proposed finish.

Distemper or lime wash shall be totally removed prior to repainting. The surfaces shall be wetted before scraping.

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

- (b) **Preparation of Lime or Colour Wash :-** the white wash/colour wash shall be prepared from fat lime conforming IS.712-(1964). The lime shall be slaked at site and shall be mixed and stirred with about 5 liters of water for one Kg. of unslaked lime to make a thin cream. This shall be sieved through a muslin cloth. Also, lime or colour wash in powder form packed in airtight drum may be considered to the above specification Four Kgs. of gum dissolved in hot water shall be added to each cubic metre of cream and 1.3 kg. of sodium chloride dissolved in hot water may be added for every 10 kg. of lime. For white wash blue will have to be added in it in the quantity as directed by the Engineer.
- (c) **Applications :** The colour or white wash shall be applied with Mooj brushes (flat brushes) or spray pumps, if approved, in the specified number of coats. The operation of each coat shall consist of a stroke of the brush first given horizontally from the right and then from the left and similarly the subsequently stroke from bottom upwards and the other from top downwards.

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

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

## 2. **Exterior painting :**

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

**(A) With flat oil paint :**

**Preparation :** The ready mixed Exterior quality flat oil paint shall be prepared strictly according to the manufacturer's specification.

**Application of Painting :** The painting shall be carried out as follows :

- (i) Apply one coat of specified primer of approved quality.
- (ii) Apply 1st coat of flat oil paint as per manufacturer's specification. The shade of the first coat shall always be one or two tone lighter than the final shade which would be achieved by adding white shade flat oil paint of the same specification. After allowing the first coat to dry, the excessive air holes, indentations, cracks etc. should be made up with putty to yield uniform plain surface.
- (iii) After overnight drying and light sand papering of surface, apply second coat of flat oil paint of final approved shade.
- (iv) If directed by the Engineer, additional coat of paint should be given to bring the surface to uniform shade and tone at no extra cost.

**(B) Waterproof Paint :**

The surface shall be prepared as specified to 2 above and thoroughly wetted with clean water before waterproof paint is applied.

The paint shall be prepared as per manufacturer's specification and in such quantities as can be used up in an hour of its mixing as otherwise the mixture will set and thicken affecting flow and finish.

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

**3. Painting for Interior surfaces :**

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

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

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

(iii) **Application of paint :**

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

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

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

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

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

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

(C) **Enamel painting : Wood and Plastered surface :**

- a. While preparing surface insolvency old wood work, accumulated dirt, grime, mould due to dampness etc. shall be removed and the surface examined for defects. all projections such as glue or whiting spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed and gaps filled with seasoned timber piece and made level with the rest of the surface.
- b. Surface of previously painted wood work, if it is smooth and insolvency good condition, shall be cleaned with white spirit or other detergent. Rub surfaces with abrasive paper, wash clean, remove with fresh water and allow the surface to dry. Defective and loose putty shall be replaced.
- c. Where old painted surface has become badly blistered and cracked, the paint shall be completely removed either with blow lamp or with an approved quality paint remover.
- d. In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper, the old coating shall be thoroughly scraped off till the original plaster surface is exposed. If old paint is oil paint and in good condition, surface shall be sand papered and cleaned.
- e. Painting shall be carried out as much as possible in dry and warm weather. Two coats of paint shall be applied to the surface as per schedule of work.

**Application of paint :**

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

4. **Enamel painting to steel work :**

- a. The work shall generally be carried out as per I.S. 1477 (1959), wherever applicable and as directed by the Engineer.
- b. The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scrapping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by

chipping or any other best known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.

- c. Apply a coat of anti-corrosive metal primer of approved make.
- d. Apply a coat of putty to make the surface even and uniform.
- e. Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.
- f. Apply finishing coat of approved shade as directed.

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

- a. **Paints :** Paints, unless otherwise specified, shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any approved suitable metallic primer ready mixed and of approved manufacture.
- b. **Preparation of surfaces :** All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface if wet, shall be sun dried.
- c. **Application :** After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.
- d. When the primer coat has dried up and before any moisture, dirt, dust etc. settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done with brushes and the paint shall be spread evenly. The surface shall be given two or more coats and shall finally present a uniform appearance.

#### 6. **Polishing & Varnishing**

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

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

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

- b. **Wax Polishing :** Preparation of surface shall be as insolvency the case of French polish. Was polish shall either be prepared on site or obtained ready made from market. Polish made on the site shall be prepared from a mixture of pure bees wax, linseed oil, turpentine and varnish insolvency the ratio of 2:1-1/2:1:1/2 by weight. The bees wax and the boiled linseed oil shall be heated over slow fire. When the wax is completely dissolved, the mixture shall be cooled till it is just warm and turpentine and varnish added to it insolvency the required proportions and the entire mixture is well stirred.

Surface shall be prepared as described under '**French Polishing**' except that the final rubbing shall be done with sand paper which has been slightly moistened with linseed oil.

Mixture or polish shall be applied evenly, with a clean cloth pad insolvency such a way that no blank patches are left, and rubbed continuously for half an hour. When the surface is quite dry a second coat shall be applied insolvency the same manner and rubbed continuously for an hour. When the surface is quite dry a second coat shall be applied insolvency the same manner and rubbed continuously

for an hour or until the surface is dry. Final coat shall then be applied and rubbed for two hours or more if necessary, until the surface has assumed a uniform gloss and is quite dry showing no sign of stickiness when touched. Gloss of the polish depends on the amount of rubbing, therefore rubbing must be continuous and with uniform pressure and frequent changes insolvency direction.

**Varnishing :** Preparation of surfaces shall be carried out as insolvency case of polishing. Varnish shall be of approved make and shall contain 3 parts of copal, 5 parts of turpentine and 2 parts of Linseed oil. After the linseed oil has dried two coats of varnish of approved manufacturer shall be applied at sufficient interval of time. If the surface fails to produce the required gloss, an additional coat shall be applied without any extra cost.

#### **7. Washing/waterproofing treatment to external surfaces.**

The external surface shall be scrubbed and washed with commercial quality muratic acid to remove completely fungus growth, black spots, etc. The surface shall then be allowed to dry. The silicon water repellent solution shall be applied till the surface is completely dry and free from dust, moss and other impurities.

Silicon water repellent, to be used for impregnating exterior wall surface shall be 'Sylitrit 772' manufactured by M/s Metroak Pvt. Ltd. 12 Lenin Sarani, Calcutta 13, or equivalent, diluted with water as per manufacturer's specification.

## LIST OF APPROVED MAKE OF MATERIALS / TRADE.

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

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

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

1	Cement	ACC Cements, <u>Ultra-tech</u> Cements, Gujrat Ambuja or equivalent approved. By NABARD
2	Sand	River sand only.
3	Acrylic Polymers	Mc Bauchemie India (P) Ltd., Roffe Construction Chemicals Pvt. Ltd., Sunanda Speciality Coatings (P) Ltd., Sika Qualcrete Ltd., FOSROC Chemicals (I) Ltd. or equivalent approved by NABARD
4	Epoxy Resins	Dr. Beck * XCO (India) Ltd., Hindustan Ciba Geigy Ltd., SIP Resins Ltd. or equivalent approved by NABARD.
5	Water proofing compounds	Mc Bauchemie India (P) Ltd., Roffe Construction Chemicals Pvt. Ltd., Sunanda Speciality Coatings (P) Ltd., Sika Qualcrete Ltd., FOSROC Chemicals (I) Ltd. or equivalent approved by NABARD
6	Glazed Tiles	Jhonson, Kajaria, or equivalent approved by NABARD
7	Painting Material - OBD, Synthetic Enamel Paint, Cement Paint	Goodlas Nerolac, Asian Paints, killick Nixon, Jenson & Nicholson, ICI, Berger, or equivalent approved by NABARD.
8	100% Acrylic water Proof Emulsion Paint	Excel of Goodlas Nerolac, Apex - Whether proof Exterior Emulsion of Asian pints or equivalent as approved by NABARD

**PROFORMA OF THE INDEMNITY BOND**  
(ON THE APPROPRIATE VALUE OF NON-JUDICIAL STAMP PAPER)

TO,  
THE CHIEF GENERAL MANAGER,  
PREMISES DEPARTMENT  
NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT,  
PLOT NO. 24, 'G' BLOCK, BANDRA-KURLA COMPLEX.  
BANDRA (E)  
MUMBAI -400 051

Dear Sir,  
**Tender for External Painting works to NABARD's Staff quarters at 'NABARD park, santacruz (E), Mumbai- Works Order No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by NABARD to M/s. \_\_\_\_\_**

Agreement between M/s. \_\_\_\_\_ and NABARD Dated \_\_\_\_\_ Furnishing of Indemnity Bond by the Contractor against the claims of the Government and other Statutory Authority in respect of the **Tender for External Painting works to NABARD's Staff quarters at 'NABARD park, santacruz (E), Mumbai.**

WHEREAS

- a. The National Bank for Agriculture and Rural Development (NABARD in short) is getting **External painting works to NABARD 's Staff quarters at ' NABARD park, santacruz (E), Mumbai.**
- b. NABARD has invited tenders for the work of **External painting works to NABARD 's Staff quarters at ' NABARD park, santacruz (E), Mumbai.**
- c. It is one of the conditions of the tender that the tender rates shall be firm and shall not subject to variation on account of imposing of any taxes, duties, excise duty, Octroi, service tax, VAT etc. by the Government (Central or State) or by any other statutory authority of tenders by NABARD and that the Contractor shall indemnify NABARD from any or all of the claims in future from the Government (Central or State) or any other Statutory Authority in this behalf.

Now, therefore, this indemnity witness that :-

- 1 In Pursuance of the above we, M/s. \_\_\_\_\_ do hereby agree to indemnify and keep indemnified NABARD from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by NABARD on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, service taxes, VAT etc. on the materials

or otherwise during the discharge by us of the said work of **External painting works to NABARD 's Staff quarters at ' NABARD park, santacruz (E), Mumbai Mumbai.**

2. We M/s. \_\_\_\_\_ further agree and undertake to bear and pay the said taxes, duties, octroi etc. as and when imposed by the Government, Central or State.

3. We shall not revoke it without the written consent of NABARD.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand.

of the Contractor

Seal

\_\_\_\_\_

Signature

Name of Authorized Person.

**BILL OF QUANTITIES FOR EXTERNAL PAINTING  
AT  
'NABARD PARK, SANTACRUZ (E), MUMBAI**

**VOLUME - II**



**PREMISES DEPARTMENT**

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
NABARD BUILDING, II-FLOOR, A & B WINGS, PLOT NO. C-24, "G" BLOCK,  
BANDRA- KURLA COMPLEX, BANDRA (E), MUMBAI- 400051**

## **PREAMBLE TO SCHEDULE OF QUANTITIES**

The painting/ polishing is to be taken in Buildings consisting of total of 100 residential flats and related services/infrastructures in the complex at NABARD park, santacruz (E), Mumbai.

Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.

- 1.0 Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
- 2.0 Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained once the contract is awarded.
- 3.0 Rate to be quoted against any item in the Schedule of Quantities shall be inclusive of all the materials, labour, equipment, facilities and direct and indirect overheads and profits necessary for safe and timely completion of item in accordance with the specifications.
- 4.0 Mode of measurements for any item shall be in accordance with IS 1200, if not mentioned in the item specifications. If there is any discrepancy the decision of NABARD shall be final.
- 5.0 Quantities allocated for various items are based on general inspection and as such they are only approximate. Variations to any extent are possible during actual execution for individual items as well as for whole work. It shall be the responsibility of bidder to asses the extent of variations and to account for the same in the quoted bid, no extra claim shall be entertained on account of variations in quantities for whatsoever reason.
- 6.0 If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items, or the tender may be rejected at the discretion of NABARD.
- 7.0 Notes given in the Bill of Quantities should be read carefully before quoting the rates.
- 8.0 All quoted rates shall be inclusive of all taxes, Government Sales Tax (State & Central), service tax, VAT or any other taxes inclusive of octroi and excise duty, levies, wages, etc. as per minimum wages Act etc. No other claim

whatsoever in this respect shall be entertained. The rates shall be firm for the duration of this contract plus authorized extension period, if any.

- 9.0 Rate quoted by the contractor shall include for removal of debris out of premises to the safe BMC limit, removing stains and cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD, the bill will not be settled.
- 10.0 Income Tax and Works Contract Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax.
- 11.0 The BIS/CPWD specifications shall be followed wherever applicable, and in the absence of it, the decision of NABARD will be final in respect of the specifications given by the NABARD.
- 12.0 The tender rates shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes or any other reasons whatsoever.

### 13.0 RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences 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 figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.
- (b) When the amount of an item 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.
- (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.

- 14.0 The clients do not bind themselves to accept the lowest or any tender and reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
- 15.0 Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.

- 16.0 The rate quoted for painting shall include :
- a. Protecting all articles or furniture, equipment etc. by covering with cloth or tarpaulin etc. and rearranging the furniture and cleaning the floors and mopping after the day's work.
  - b. Painting of hardware fittings wherever directed in case of painting of doors and windows.
  - c. Painting of picture hooks, fan hooks, coat hangers, batten hooks etc.
  - d. Curing the items of work involving the use of cement paints.
  - e. Removing and Replacing various household items during the external painting of a flat.
17. Unless and until all the paint stains on floor, walls, ceilings, glasses etc. are removed satisfactorily by the contractors, the work will not be certified as complete.
18. All paints shall be first quality of approved brand and shade and applied as detailed under specifications.
19. The work shall be carried out with least inconveniences to the occupant and at a convenient time acceptable to both the contractors and occupants of the building as per agreed schedule.
20. The tenderer should quote for all the items of the Bill of Quantities. If all such items are not quoted, the tender shall be treated as incomplete, and shall be liable to be rejected.
21. The rate shall include cost of protection works for the men, material, works etc., from various possibilities.

### **DECLARATION BY THE CONTRACTOR**

We/ I have read and understood all the instructions/conditions stated above and We/ I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Signature of Contractor

Name and Seal

Place :

Date:

Address :