

Annexure-I

National Bank for Agriculture & Rural Development, Jaipur

GENERAL TERMS AND CONDITIONS

- 1) Quotationer has to deposit Rs.13600/- as EMD by means of Bankers cheque /demand draft favouring National Bank for Agriculture & Rural Development, payable at Jaipur.
- 2) Quotationer has to submit the quotation in duplicate. Also, they should quote their rates & amounts in words & figures both in Annexure-II
- 3) Quotationer has to ensure that corrections/alternations made while filling the quotation must be authenticated under signatures by the Quotationer.
- 4) All the materials required to complete the work shall have to be approved by our Engineer before the work is started by the Quotationer.
- 5) The work should be executed as per BIS Code relevant for the work and BIS and CPWD specifications and method of measurement shall be followed as applicable. However, in the absence of the same, and / or in case of any discrepancy, the decision of NABARD will be final.
- 6) The Quotationer will make its own arrangement for transporting the materials to the site. The material should be kept/stored (with in the space provided by the Bank) by the Quotationer at the site at their own risk and cost.
- 7) The rates quoted shall include all charges of scaffolding, lift, any tools and plants, railway/freight, labour conditions and fluctuation in rates, sales tax, Service tax, octroi, work contract tax and any other taxes and shall be firm for the duration of the contract. No escalation in the rates will be allowed under any circumstances during the currency of the contract.
- 8) Time should be considered as the essence of the contract. The entire work must be completed within two months from the 7th day of the receipt of work order. In case of non completion of work within stipulated time, Liquidated Damages @ Rs.1700/- per week will be deducted up to a maximum of 5.0% of the value of the contract.
- 9) The contractor shall remove all the malba , debris etc. and hand over the site in absolutely clean condition on completion of the work.
- 10) A retention amount @ 5% of the actual work will be deducted and will be refunded after the defects liability period of six months from the date of completion of

work. This amount shall be forfeited in the event of the contractor not fulfilling his obligations towards rectification of defects.

- 11) Payment will be made after successful completion of the work duly certified by the Bank's Engineer.
- 12) The contract is neither a piece meal contract nor a lump sum contract, but it is a contract to complete the work in all respects on item rate basis. Payment will be made on the basis of quoted rates and actual measurement done at site after completion of work.
- 13) Quotationer /contractor shall be fully responsible for the proper care and insurance of men and material at site during work in progress and follow all safety norms. The Bank will not be responsible/liable for any accident, loss, injury resulting in death or damage of any kind whatsoever.
- 14) Contractor shall be solely responsible for full compliance with provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 , Minimum Wages Act and all other labour laws and other statutory regulations (both central and state) that may be in force from time to time by appropriate authorities . NABARD shall not be liable for any penalty on failure of any of the labour regulations.
- 15) Contractors are advised to visit the site and thoroughly understand the nature and scope of the work and get familiar with the site conditions before quoting the rates.
- 16) The quantities indicated in the BOQ are only tentative and are liable to change as per site conditions.
- 17) Quoted rates should be workable and reasonable and should include incidental and all overhead and profit. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, Jaipur, if required.
- 18) Rates quoted shall include all the taxes Duties, Octroi, Wages etc. as per Act and should be firm for the entire contract period.
- 19) Income Tax , Trade tax, Service Tax, Works contract Tax and all other taxes as applicable will be deducted from the total payment due to the contractor.
- 20) Any discrepancy in the settlement of bills may be brought to the notice of the Bank within a period of one month from the date of settlement of the bill. The bank will not entertain any claim regarding any dispute in

settlement of the bill after stipulated period.

- 21) Additional works and replacement/repair works shall be paid as per the Delhi Schedule of Rates, 2002, with escalation, wherever applicable. The items not covered in the schedule rates shall be paid as per Rate Analysis based on the market prices supported by documentary proof or assessed from market by engineer with 15% towards contractor's Over Heads & Profit plus work contract tax as applicable.
- 22) If any dispute arises on any matter concerning this work, the decision of the Bank shall be final and binding.
- 23) The contractor should not at any time do, cause or permit any nuisance on the site/do anything, which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
- 24) The contractor shall not directly or indirectly transfer, assign or sublet the contract or any part of it without written permission of the Bank..
- 25) The Chief General Manager, National Bank for Agriculture & Rural Development, Jaipur reserves the right to accept or reject any/all in part or in whole the quotations without assigning any reason whatsoever.
- 26) The approved rates shall remain valid for a period of one year from date of opening of tenders . Bank on its own discretion , may place work order for renovation of more flats on same rates. The payment in such case shall be based on actual quantity of work done.

DECLARATION BY THE CONTRACTOR

We/I have read and understood all the instructions/conditions laid down above & We/I have taken into account the above instructions/terms and conditions while quoting the rates. We/I accept all the above terms and conditions without any reservation, in all respects.

Place :

Signature of the tenderer