



**National Bank for Agriculture and Rural Development
Gujarat Regional Office
Department of Premises, Security and Procurement
2nd Floor, NABARD Tower
Opposite Municipal Garden, Usmanpura
Ahmedabad – 380013
Telephone: 079-27554024/4041
Email: dpsp.ahmedabad@nabard.org**

Tender For

**Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and
Floors Tiles in Lift Lobby at 1st, 2nd, & 03rd floor of of NABARD Tower,
Ahmedabad – 380013 (For Empanelled Vendors Only)**

**नाबाई टॉवर, अहमदाबाद – 380013 की पहली, दूसरी और तीसरी मंजिल पर
लिफ्ट लॉबी में क्वार्ट्ज क्लैडिंग, दीवार टाइल और फर्श टाइल के प्रतिस्थापन और
स्थापना के लिए निविदा (केवल सूचीबद्ध वेंडर्स के लिए)**

कार्य का नाम

Name of the Tenderer: _____

Address: _____

Last Date and Time for Submission of Tender: 28 March 2025 up to 15.00 hrs



**National Bank for Agriculture and Rural Development
Gujarat Regional Office**

**Department of Premises, Security and Procurement
2nd Floor, NABARD Tower
Opposite Municipal Garden, Usmanpura
Ahmedabad – 380013
Telephone: 079-27554023/4021**

Email: dpsp.ahmedabad@nabard.org

Tender For

**Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and
Floors Tiles in Lift Lobby at 1st, 2nd, & 03rd floor of of NABARD Tower,
Ahmedabad – 380013 (For Empanelled Vendors Only)**

कार्य का नाम

**नाबार्ड टॉवर, अहमदाबाद – 380013 की पहली, दूसरी और तीसरी मंजिल पर लिफ्ट लॉबी में
कार्टज क्लैडिंग, दीवार टाइल और फर्श टाइल के प्रतिस्थापन और स्थापना के लिए निविदा (केवल
सूचीबद्ध वेंडर्स के लिए)**

Important Dates and Time

Sl. No.	Particulars of Activity	Date and Time
1	Issue of Tender and Commencement of Downloading Tender Document	13 March 2025
2	Date, Time and Place of Pre-Bid Meeting	15:00 hrs on 19 March 2025
3	Last Date and Time for Submission of Tender	15:00 hrs on 28 March 2025
4	Date and Time of Opening of Technical Bids	16:00 hrs on 28 March 2025

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निविदा आमंत्रण सूचना

संदर्भ सं NB.Guj/ 163773/2024-25

तिथि : 13 मार्च 2025

महोदय/महोदया

नाबार्ड टॉवर, अहमदाबाद – 380013 की पहली, दूसरी और तीसरी मंजिल पर लिफ्ट लॉबी में क्वार्ट्ज क्लैडिंग, दीवार टाइल और फर्श टाइल के प्रतिस्थापन और स्थापना के लिए निविदा (केवल सूचीबद्ध वेंडर्स के लिए)

1. राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) राष्ट्रीय कृषि और ग्रामीण विकास अधिनियम 1981 के तहत स्थापित एक निगम है (जिसे इसके आगे 'नाबार्ड' लिखा गया है), जिसका प्रधान कार्यालय प्लॉट सं. सी-24, ब्लॉक 'जी', बान्द्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई- 400051 में स्थित है तथा जिसके क्षेत्रीय कार्यालय / प्रशिक्षण संस्थान देश के विभिन्न शहरों में स्थित हैं।

2. नाबार्ड, गुजरात क्षेत्रीय कार्यालय, अहमदाबाद रु.9.50 लाख (जीएसटी सहित) की अनुमानित लागत से "नाबार्ड टॉवर के 03 तलों (पहले, दूसरे और तीसरे तल) की लिफ्ट लॉबी में क्वार्ट्ज क्लैडिंग, वॉल टाइल्स और फ्लोर टाइल्स रीप्लेसमेंट और इन्स्टालेशन के लिए निविदा" जारी करने का इच्छुक है।

3. पैनल में शामिल विक्रेता कृपया 28 मार्च 2025 दोपहर 03:00 बजे तक परिसर, सुरक्षा और अधिप्राप्ति विभाग, दूसरा तल, नाबार्ड टावर, उस्मानपुरा, अहमदाबाद 380013 में रखे निविदा बॉक्स में अपनी

बोली प्रस्तुत करें। किसी अन्य माध्यम जैसे ईमेल/डाक/कूरियर आदि से प्राप्त निविदा को तुरंत अस्वीकार कर दिया जाएगा तथा उस पर विचार नहीं किया जाएगा।

4. निविदा हमारी वेबसाइट <https://www.nabard.org> या सीपीपीपी ई-पब्लिश

Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and Floors Tiles in Lift Lobby at 1st, 2nd, & 03rd floor of of NABARD Tower, Ahmedabad – 380013 (For Empanelled Vendors Only)

1. National Bank for Agriculture and Rural Development, is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "NABARD") having its Head Office at Plot No. C-24, Block 'G', Bandra Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

2. NABARD, Gujarat Regional Office, Ahmedabad intends to undertake "Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and Floors Tiles at 03 Floors Lift Lobby (First, Second and Third Floor Lift Lobby) of NABARD Tower at an estimated cost of Rs. 10.00 lakhs (Including GST).

3. **Empanelled Vendors** are requested to submit their bids in the Tender Box on 2nd floor, Department of Premises, Security and Procurement, NABARD Tower, Usmanpura, Ahmedabad 380013 latest by 15.00 hrs 28 March 2025. **Tender received in any other mode like Email/By post/Courier, etc will be summarily rejected and not be entertained.**

4. The Tender can be downloaded from our website at <https://www.nabard.org> or CPPP epublish portal. The tender will be available on the website, until the deadline of submission of tender.

5. The tenderer / bidder shall submit Price bid for the captioned work which should be complete in all respect.

पोर्टल से डाउनलोड की जा सकती है, जो निविदा प्रस्तुत करने की अंतिम तिथि तक वेबसाइट पर उपलब्ध रहेगी।

5. निविदाकर्ता/बोलीकर्ता उपर्युक्त कार्य के लिए मूल्य बोली प्रस्तुत करेगा जो सभी प्रकार से पूर्ण हो।

6. तकनीकी विवरण, मूल्य बोली, प्रस्तुत करने की प्रक्रिया, कार्य के विवरण और दायरे और वांछित सेवाओं के संबंध में निर्देश निविदा दस्तावेज के नियमों और शर्तों और अन्य भागों में वर्णित हैं।

7. बोली-पूर्व बैठक का आयोजन **19 मार्च 2025 को** अपराह्न 03:00 बजे नाबार्ड, गुजरात क्षेत्रीय कार्यालय, म्यूनिसिपल गार्डन के सामने, उस्मानपुरा, अहमदाबाद 380013 में किया जाएगा। बोली पूर्व बैठक में भाग लेने हेतु पात्र होने के लिए, बोलीकर्ता पहले ही स्थल का सर्वेक्षण कर लें और समग्र रूप से कार्य की व्यवहार्यता के संबंध में स्वयं को संतुष्ट कर लें। बोली-पूर्व बैठक में मांगे जाने वाले किसी भी प्रकार के स्पष्टीकरण के संबंध में बैठक से कम-से-कम 02 कार्यदिवस पहले लिखित में ई-मेल (dpsp.ahmedabad@ nabard.org) से हमें सूचित करें। बोली-पूर्व बैठक में दिए गए सभी स्पष्टीकरण निविदा का हिस्सा होंगे और उन्हें सीपीपीपी ई-पब्लिश पोर्टल और नाबार्ड की वेबसाइट (www.nabard.org) पर अपलोड किया जाएगा।

8. मूल्य बोली 28 मार्च 2025 को सायं 04.00 बजे अथवा इसमें किसी बदलाव की स्थिति में यह बोली नाबार्ड द्वारा तय की गई तिथि और समय पर वहाँ उपस्थित होने के इच्छुक बोलीकर्ताओं के सामने खोली जाएगी। सभी बोलीकर्ता स्वहित में निर्दिष्ट तिथि पर उपस्थित रहें। इस संबंध में अलग से कोई सूचना नहीं दी जाएगी। कृपया ध्यान दें कि प्रत्येक बोलीकर्ता की

6. Instructions regarding Technical details, Price Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

7. The Pre-Bid meeting will be held **on 19 March 2025** at 15:00 hrs in the Conference room on 3rd Floor of Gujarat Regional Office, NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad - 380013. To be eligible to participate in the pre-bid, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 2 working days prior to the date of pre-bid meeting by email on dpsp.ahmedabad@nabard.org. All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on NABARD website (www.nabard.org) as well as CPPP e-publishing portal.

8. The Price Bid will be opened on 28 March 2025 at 16.00 PM in presence of the interested bidders who choose to be present or in case of any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note that not more than two representatives from each bidder shall be entertained.

9. The Price Bid should not contain any conditions whatsoever and conditional bids if any shall be rejected.

10. In case two or more tenderers quote identical/ equal amount, one more opportunity will be given to those tenderers to revise the rates.

11. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or

<p>ओर से अधिकतम दो प्रतिनिधि ही उपस्थित हो सकते हैं।</p> <p>9. मूल्य बोली में कोई भी शर्त नहीं होनी चाहिए। सशर्त बोलियां, यदि कोई हों, अस्वीकार कर दी जाएंगी।</p> <p>10. यदि दो या दो से अधिक निविदाकर्ता एक जैसी/एक समान राशि उद्धृत करते हैं तो उन निविदाकर्ताओं को दरें संशोधित करने का एक और अवसर दिया जाएगा।</p> <p>11. नाबार्ड न्यूनतम बोली (एल 1) स्वीकार करने के लिए बाध्य नहीं है। नाबार्ड के पास बिना कोई कारण बताए किसी फ़र्म/फ़र्मों की किसी भी/सभी निविदा/निविदाओं को आंशिक या पूर्ण रूप से स्वीकार या अस्वीकार करने का अधिकार है।</p> <p>12. तकनीकी और मूल्य बोलियों और निविदा प्रक्रिया के संबंध में बैंक का निर्णय अंतिम और बाध्यकारी होगा।</p> <p>14. यदि कोई बोलीकर्ता निर्धारित तकनीकी विनिर्देशों से किसी भी विचलन का प्रस्ताव करता है, तो निविदा अस्वीकार कर दी जाएगी।</p> <p>15. निविदाकर्ता मूल्य बोली के साथ निविदा प्रपत्र प्रस्तुत करना सुनिश्चित करें।</p> <p>16. बोलियां मूल्य बोली खोलने की तारीख से 3 महीने के लिए वैध और स्वीकृति के लिए खुली रहेंगी।</p> <p>17. कार्य पूर्ण करने की समयावधि: कार्य आदेश प्राप्त होने के 07 दिनों से 30 दिनों के भीतर कार्य पूर्ण करना होगा।</p>	<p>whole of any firm / firms without assigning any reasons whatsoever.</p> <p>12. The decision of the bank shall be final and binding with regard to technical and price bids and the tendering process.</p> <p>13. If any bidder proposes any deviation from the prescribed technical specifications requirement, the tender will be rejected.</p> <p>14. Tenderers must ensure submission of form of tender alongwith Price bid.</p> <p>15. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Price Bid.</p> <p>16. Time of Completion: The work shall be completed within 30 days reckoned from 07 days of the receipt of work order.</p> <p>17. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.</p> <p>18. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of work for every week of delay or part thereof, subject to a maximum of 5% on the incomplete value of the accepted tender.</p> <p>19. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.</p> <p>20. NABARD reserves the right to change/modify/amend any or all provisions of the tender document. Such revision /amendment or corrigendum/ addendum, if any, will be made available on NABARD's website and CPPP epublish Portal only.</p> <p>21. Tenderer should inspect the existing site and other conditions up to their satisfaction before bidding.</p> <p>22. The successful bidder shall deposit Initial Security Deposit and Letter of Indemnity and Undertaking, and execute an 'Articles of Agreement' of work contract with NABARD</p>
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18. निविदा में विनिर्दिष्ट नियमों और शर्तों से स्वीकार्यता के रूप में प्रस्ताव से संबन्धित सभी दस्तावेज़ फ़र्म द्वारा मुहर सहित हस्ताक्षरित होने चाहिए।

19. कार्य पूर्ण करने में विलंब होने पर विलंब के प्रत्येक सप्ताह कार्य की कुल राशि की 0.25% राशि परिसमापित हर्जाने के रूप में वसूली जाएगी।

20. नाबार्ड के पास यह अधिकार है कि वह बिना कोई कारण बताए किसी फ़र्म/फ़र्मों की किसी भी/सभी निविदाओं को आंशिक या पूर्ण रूप से स्वीकार या अस्वीकार करे। इस संबंध में बैंक का निर्णय अंतिम होगा। इच्छुक निविदाकारों द्वारा बैंक को संतुष्ट करने में विफल होने की स्थिति में बैंक को यह अधिकार है कि वह निविदा को निरस्त कर दे।

21. नाबार्ड के पास निविदा दस्तावेज़ के किसी भी या सभी प्रावधानों को बदलने/संशोधित करने का अधिकार है। ऐसा संशोधन अथवा परिशिष्ट/अनुशेष, यदि कोई हो, केवल नाबार्ड की वैबसाइट और सीपीपीपी ई-पब्लिश पोर्टल पर उपलब्ध होगा।

22. बोली प्रस्तुत करने से पहले निविदाकर्ता वर्तमान कार्य स्थल और अन्य स्थितियों से स्वयं को संतुष्ट कर लें।

23. प्रस्ताव स्वीकार किए जाने की तिथि से 14 दिनों के भीतर सफल बोलिकर्ता को बयाना राशि और क्षतिपूर्ति पत्र और वचनबद्धता-पत्र जमा करने होंगे और संलग्न मानक/निर्धारित प्रारूप के अनुसार नाबार्ड के साथ 'करार की नियमावली' निष्पादित करनी होगी। ऐसा न करने पर बोलिकर्ता का कांट्रैक्ट रद्द किया जाएगा।

in accordance with the standard / prescribed format enclosed within 14 days from the date of acceptance of the offer failing which contract will be terminated.

भवदीय,

Sd/-

(अशोक कुमार)

उप महाप्रबंधक

SCHEDULE OF EVENTS

Bid Document Availability	Tender document can be downloaded from: https://www.nabard.org or CPPP portal https://eprocure.gov.in/epublish/app	
	From	13 March 2025
	To:	28 March 2025 15.00 hrs
Pre-Bid meeting	15:00 hrs. on 19 March 2025	
Last date of submission of Tender	Up to 15.00 hrs. on 28 March 2025	
Opening of Price Bids	16.00 hrs. on 28 March 2025 Authorized representatives of vendors may be present during opening of the Price Bids. No separate intimation will be provided to bidders in this regard. However Price Bids would be opened even in the absence of any or all of the vendors' representatives.	
Contact Details: Address for Communication And submission of bid.	NABARD Tower, Department of Premises, Security and Procurement, 2nd Floor, NABARD Towers, Opposite Municipal Garden, Usmanpura, Ahmedabad 380013 Phone: 079 2755 4024/4041	

FORM OF TENDER

Date:

Chief General Manager,
National Bank for Agriculture and Rural Development
Gujarat Regional Office
Ahmedabad

Dear Sir,

“Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and Floors Tiles in Lift Lobby at 1st, 2nd and 3rd Floor of NABARD Tower, Ahmedabad – 380013”

1. Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid; in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.

2. MEMORANDUM

S. No	Subject	Specification
a	Description of work	Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and Floors Tiles in Lift Lobby at 1st, 2nd and 3rd Floor of NABARD Tower, Ahmedabad – 380013
c	Retention Money Deposit (RMD)	5 % of total contract amount will be deducted from total bill amount.
d	Time allowed for completion of the work	The time of completion of the project shall be 30 days from the 7 th date of issue of work order.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the Initial Security Deposit (2% of Contract Value) and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.
4. I/We have not been blacklisted by any Central/State Government Organization or PSU.

Yours faithfully,

Signature of Tenderer with stamp

Date _____

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Sign and Seal

INSTRUCTIONS TO THE BIDDERS

1. The tender shall be submitted in accordance with the procedure detailed herein. Specified documents shall be submitted in an envelope of appropriate size which shall be sealed.
2. Duly filled in and signed Tender Document, complete in all respect shall be deposited before **15.00 hrs on 28 March 2025** in the tender box on **2nd floor, NABARD Tower Usmanpura, Ahmedabad. 380013** and super scribed as **“Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and Floors Tiles in Lift Lobby at 1st, 2nd and 3rd Floor of NABARD Tower, Ahmedabad – 380013”**
- D) The tender will not be received after 3.00 P. M. on the date indicated in the letter of invitation to tenderer, under any circumstances, whatsoever.

II) The tender should be submitted in Sealed envelopes as described hereafter.

Sealed envelope (Price Bid) duly filled and signed as specified should contain the following:

- i. Prices in Indian Rupees only, with detailed break-up of prices as per Price Bid.
- ii. The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items listed in price Bid.
- iii. The Commercial Offer should be in conformity with the terms indicated in Price Composition.

Note:

Envelope to be addressed to Chief General Manager, National Bank for Agriculture and Rural Development, NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad – 380013” and dropped in tender box placed on 2nd floor of NABARD Tower.

3. Please study the document carefully.
4. Please fill in the Schedule of quantities as follows: -
 - a) Fill in the “Rate” column legibly. (In figure & word, descriptive rate will be final & applicable.)
 - b) Fill in the “Amount” column legibly.
 - c) Give the total amount of each page duly carried over and the grand total. Wherever alternative specifications have been specified, amount of such items should not be added to the total.
 - d) Initial all corrections and put in your signature at the end of the Schedule of Rates.
5. Initial all pages of the Tender Document as a token of acceptance of the terms and conditions set out in the Tender Documents.
6. In case any clarification is required by the tenderer, they may contact **Assistant General Manager, DPSP, NABARD, Gujarat Regional Office, 2nd floor, NABARD Tower Usmanpura, Ahmedabad. 380013.**
7. Addenda / Corrigenda if any issued by **NABARD** will be uploaded on its website **www.nabard.org** or CPPP portal **https://eprocure.gov.in/epublish/app** and shall become part of the tender documents.

8. **Contractor will have to provide GST, Goods & Service Tax paid certificate / challan, other govt. dues levies which are applicable for such type of the works without which NABARD will not pay final bill payment to the agency / contractor.**
9. The tenders shall be signed by the person/persons on behalf of the organisation having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be signed.
10. Tenders containing false and/or incomplete information are liable for rejection.
11. The contractor must have qualified and experienced professionals in undertaking interior renovation works.
12. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be submitted.

TERMS and CONDITIONS

1. Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion.
2. Contractor will not give any item concerning details of the work to the press or a news disseminating agency without prior written approval from EMPLOYER, Contractor shall not take any pictures / photographs on site without written approval of EMPLOYER.

DEFINITIONS

3. The "CONTRACT" means the documents forming the tender and acceptance thereof any the formal agreement executed between **NABARD**, and the Contractor together with the documents referred to therein including these conditions, the specifications bills of quantities, designs, drawings and instructions issued from time to time by **NABARD**, or any person authorized by the competent Authority, and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
4. In the contract the following expressions shall unless the context otherwise required, have the meanings hereby respectively assigned to them.
 - (i) The expressions "Works" or "Work" shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to the executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (ii) The "Contractor" shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firms or company and the permitted assigns of such individual or firm or firms or company.
 - (iii) The "Contract Sum" shall mean in case of item rate contracts, the cost of the works arrived at after extension of the quantities shown in the schedule of quantities by the items rates quoted by the Contractor / Tenderer for the various items.
 - (iv) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - (v) "Expected risks" are risks due to riots (otherwise than among Contractor's labours / employees) and civil commotions (in so far as both these are uninsurable), wars (whether declared or not), invasions, act of foreign enemies, Hostilities, Civil war, rebellion, insurrection military or usurped power, any act of Governments, damage from aircraft, acts of God such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by **NABARD**, of the part of works in respect of which a certificate of completions has been issued.
 - (vi) "Market-Rate" shall be the rate as decided by **NABARD** on the basis of the cost of materials and labour at site when the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits. This is applicable to Extra items. (Ref. Clause no 27. C).
 - (vii) "Schedule" referred to in these conditions shall mean the relevant schedule (s) annexed to the Tender documents / papers issued by **NABARD**, of the standard schedule of rates prescribed by **NABARD** and the amendments thereto issued from time to time.

(viii) EMPLOYER shall mean **National Bank for Agriculture and Rural Development (NABARD), Gujarat Regional Office, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013.**

(ix) The competent authority shall mean **CGM NABARD, Gujarat Regional Office, Ahmedabad** and will include duly authorised representative / officials or any other person empowered by **CGM NABARD, Gujarat Regional Office, Ahmedabad** in this behalf to discharge all or any of their functions.

5. Headings and marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretations or constructions thereof of the Contract.

6. Foreclosure of Contract in full or in part due to Abandonment or Reduction in scope of work:

If at any time after acceptance of the Tender EMPLOYER shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the EMPLOYER shall give notice in writing to the effect to the contractor and the contractor shall have no claim to any payment of compensations or other issues whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

7. **TERMINATIONS OF CONTRACT FOR DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partner dies then unless the Competent Authority is satisfied that the legal representative of the individual contractor or of the proprietor of the concern and in the case of partnership, the running partners are capable of carrying out and completing the contract the Competent Authority shall be entitled to cancel the contract / terminate the contract as to liable for payment of any compensations to the estate of the deceased Contractor and / or to the surviving partners of the Contractor's firm on account of the cancellations of the contract. The decision of the competent Authority that the legal representatives of the deceased Contractor or the surviving partner of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation **EMPLOYER** shall not hold the estate of the deceased Contractor and / or the surviving partners of the Contractor's firm liable in damages for not completing the contract.

8. **CANCELLATIONS OF CONTRACT IN FULL OR PART:**

If the Contractor

- a) At any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the EMPLOYER.
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is to given to him in that behalf by the EMPLOYER.
- c) Fails to complete the works or items of works within individuals / particular date of completion on or before the date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the EMPLOYER.
- d) Offer or give or agree to give to any person in EMPLOYER's service or to any other person on his behalf any gift or considerations of any kind as an inducement or reward for doing or

for bearing to do or for having done or fore borne to do any act in relations to obtaining or execution of this or any other contract for **EMPLOYER**.

- e) Obtain a contract with EMPLOYER as a result of running tendering or other non-bonafide methods of competitive tendering.
 - f) Obtain / enter into a contract with EMPLOYER in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payments thereof have previously been disclosed in writing to the competent Authority.
 - g) Being an individual or if a firm any partner thereof shall at any time being adjudged insolvent or have a receiving order or order for administration of liquidations or composition (other than a voluntary liquidations for the purpose of amalgamation or construction) under an insolvent act for the time being in force or make any conveyance in assignment of his effective or composition or arrangement for the benefit of his creditors or purpose so to, or if any applications be made under any Insolvency Act for the time being in force for the sequestration's of his estate or if a trust deed be executed by him for the benefit of his creditor or.
 - h) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager or.
 - i) Shall suffer an execution being levied on his goods and allows it to be continued for a period of 21 days or.
 - j) Assigns, transfer, sublets (engagement of labours on a piece work basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign transfer or subject the entire works or any portion of the work without prior approval of the competent Authority. The competent Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the EMPLOYER by written notice cancel the contract as a whole or only such items of work in default from the contract.
9. EMPLOYER shall on such cancellation have power to:
- a) Take possession of the site and any materials, constructional plant / building etc., implements, stores etc.
 - b) Cary out the incomplete work by any means at the risk and cost of the contractor.
10. On cancellation of the contract in full or in part, the EMPLOYER shall determine what amount if any, is recoverable from the contractor for completion of the works or part of the works or in case of the works or part of the works is not to be completed, the loss or damage suffered by EMPLOYER. In determining the amount credit shall be given to the contractor for the value of contractor's materials taken over and incorporated in the work and use of tackle and machinery belonging to contractor.
11. Any excess expenditure incurred or to be incurred by EMPLOYER in completing the works or part of the works or the excess loss or damages suffered or may be suffered by EMPLOYER as aforesaid, after allowing such credit, shall be recovered from the contractor within 30 days.

12. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days EMPLOYER shall have the right to sell any or all of the Contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of the sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with the provisions of the contract.
13. Any sums in excess of the amounts due to the EMPLOYER and unsold materials, construction plant etc., shall be returned to the contractor, provided always that if the cost or anticipated cost of completion by **EMPLOYER** of the work or part of the work is less than the amount which the contractor would have been paid and the completed the works or part of the works such benefit shall not accrue to the Contractor.

TENDERS, RATES ETC.

14. The work to be carried out under the contract shall except as otherwise provided in these conditions include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall unless otherwise stated be held to include waste on materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
15. The attached bill of quantities is our best estimate of the job.
16. All the quantities therein are approximate, payments will be made on the actual measurements / certified by EMPLOYER.
17. EMPLOYER will have the right to omit, alter, add or cancel any of the items of work shown in the schedule without assigning any reason whatsoever and no claim for compensation will be entertained for the same, EMPLOYER is further at liberty to carry out any items of work departmentally or through any other contractor and no compensation will be paid to the main contractor on that account.
18. Work contained in the Schedule of Quantities comprises dismantling, plastering, supply of tiles, quartz and fixing it using chemicals and cement mortal and filling chemical grove.
19. Before submitting the Tender, the contractor shall visit and examine the site situated at **AHMEDBAD** and satisfy himself as to the nature and correct dimensions of the work for procuring various construction and other materials and shall obtain generally his own information on all matters and conditions affecting the execution of the works. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed.

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 rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

20. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions and have been ordered in writing by EMPLOYER.

21. Before filling the Tender, the Contractor will check all drawing and schedule of quantities and will get an immediate clarification from EMPLOYER as required on items not clearly understood. Any claim for any loss or compensation will not be entertained on this account.
22. The rates quoted by the Contractor shall be for finished work measured in site and should include supply of all materials labour, tools tackles, marking out and clearing of the site. **The rates shall be inclusive of General tax, sales tax, Goods & Service tax, octroi duty, works contract tax, VAT, CST, and any other duties / taxes / cess levied by the Government or other authorities.**
23. The rates quoted by the Contractors should also include for providing all scaffolding, hoists, tackle and other plant, shuttering profiles and apparatus generally required for the proper execution of the work. The contractors shall provide without extra charges all labour and apparatus required by EMPLOYER for testing and measuring the works and for weighing measuring, providing or testing the efficiency of any portion of the works and shall also at his own cost provide all planking gang ways, etc. necessary for affording access to every part of the works.
24. The rates quoted by the Contractor should cover for necessary transport of materials from place of availability to the site of works.
25. The Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually low. Analysis for such rates will have to be furnished by the tenderer on demand, to satisfy EMPLOYER about the reasonableness of the rates.

EXTRA ITEMS

26. The EMPLOYER shall have power to make any alterations in, omission from, addition to or substitutions for the schedule of rates the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the EMPLOYER, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the EMPLOYER, for only such alternations, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions. :-
 - a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
 - b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. The opinion of the EMPLOYER, as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the contractor.
 - c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (a) & (b) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the EMPLOYER of the rate which it is his

intention to charge for such class of work, supported by analysis of the rate or rates claimed, based on standard market rate analysis hand book published by DSR, and the EMPLOYER shall determine the rates on the basis of the prevailing market rates of materials and labour plus 15% for overheads and contractor profit and pay the contractor accordingly. The opinion of EMPLOYER as to current market rates of materials and labour involved will be final.

27. EMPLOYER shall issue instructions to the contractor in regard to what is to be done concerning on object reported by the contractor under the preceding sub –clauses and such instruction may require to contractor to permit the examinations, excavations, or removal by a third party. The EMPLOYER may issue instructions to the contractor in regard to be removal and disposal of the same at the expenses of NABARD. If in the opinion of the EMPLOYER, the above activity has involved the contractor indirect loss of time EMPLOYER may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The contractor shall not be eligible to claim any financial compensation due to any delay **NABARD, Regional Office** caused in this account.
28. EMPLOYER shall have the right to direct the contractor to purchase and use materials from any source for the proper execution of work.
 - i) Except if and to the extent otherwise provided by the contract, the provision of the General conditions of contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually, explanatory. Should there be any discrepancy inconsistency error or omission in the contract or any of them the matter may be referred to EMPLOYER who shall give his decisions and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the EMPLOYER shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
29. EMPLOYER reserves the right to accept or reject any or all the tenders without assigning any reasons. In other words, **EMPLOYER** does not bind themselves to accept the lowest of any tender.
31. Tender submitted by tenderer shall remain valid for acceptance for a period of 90 days from the date of opening of the tender. The tenderer shall not be entitled during the said period of 90 days, without the consent in writing of EMPLOYER to revoke, or cancel his tender. In case of revoking or cancelling his tender, varying any terms in regard whereof without the consent of EMPLOYER in writing the tenderer shall forfeit earnest money paid by him along with the tender.
32. In case of discrepancies between schedule of quantities, the specifications and or the drawings thereof, the following order of preference shall be observed.
 - i) Descriptions in Schedule of Quantities.
 - ii) Particular specification and special conditions, if any.

In any case the most stringent of the above two shall apply. The decision of the EMPLOYER in this regard is final.

33. In case of varying or conflicting provisions made in any one document forming part of the Contract, EMPLOYER shall be the deciding authority with regard to the intentions of the documents.

34. Any error in descriptions, quantities or rates in schedule of quantities or any omissions there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawings and specifications or from any of his obligations under the contract.

35. PAYMENT TERMS, MEASUREMENT, DEFECTS LIABILITY

- i) Payment to be made only after completion of all works stipulated in Schedule of Quantities and satisfactory completion authorised by NABARD Official.
- ii) Income tax / cess / taxes / other / statutory levies if any shall be deducted from final bill payment as applicable from time to time as per Government of India / State Government.

36. Final bill submitted in approved Performa shall be submitted by the contractor in triplicate for certification. All the bill copies shall be accompanied by measurement sheets and quantity calculation in support of the quantities contained in the bill with soft and hard copies.

37. (i) All the works in progress will be jointly measured by the representative of **EMPLOYER and** the contractor progressively. Such measurements will be got recorded in the measurement book by the EMPLOYER and signed in token of acceptance by the contractor or his authorized representative.

- i) All items having a financial value shall be entered in the measurement books, level book etc. prescribed by **EMPLOYER** that complete record is obtained of all work performed under the contract.

- ii) For the purpose of taking joint measurements the contractor's representative shall be bound to be present whenever required by the EMPLOYER. If, however, he absents for any reason whatsoever the measurements will be taken by the EMPLOYER or his representative and these will be deemed to be correct and binding on the contractor.

- iii) The contractor shall without extra charges provide assistance with every appliance, labour and other things necessary for measurement of work.

38. METHODS OF MEASUREMENTS:

Except where any general or detailed description of work in quantities expressly shows to the contrary schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure laid forth in specifications notwithstanding any provisions in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the specifications, measurements shall be taken in accordance with the relevant and latest standard method of measurement issued by the Bureau of Indian Standards.

39. The contractor shall guarantee the installation / work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by EMPLOYER or in default, EMPLOYER may cause the same to be made good by other workmen and deduct expenses (of which the certificate of EMPLOYER shall be final) from any sums that may be the or at any time thereafter, become due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

At the end of the defects liability period the contractor shall submit a written application for release of retention money. EMPLOYER shall release the money only after ensuring that all the defects have been rectified by the contractor satisfactorily.

40. Any amount found due from the contractor to EMPLOYER from time to time will be recovered currently from the final bills of the contractor. Similarly if, at any time, should there evidence of any lien or claim for which EMPLOYER might have become liable and which is chargeable to the contractor, EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify EMPLOYER against such lien or claim and if such lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in is charging such lien or claim including all costs reasonable expenses.
41. **The contractor will be fully responsible for rectifying any defects brought to his notice by EMPLOYER in writing within seven days of receipt of the intimation. In case the contractor fails to attend to defects as stipulated therein, EMPLOYER reserves the right to complete the rectification through another agency of its choice and recover the cost of such repairs from the contractor's dues against final bill / retention money for this or any other job.**
42. On acceptance of the tender, the successful tenderer shall, within the time stipulated in the letter of intent, deposit with the EMPLOYER through NEFT/RTGS, Initial Security Deposit (ISD) equivalent to 2% of contract value. Further Retention Money Deposit (RMD) of 5% of Final Bill will be deducted. In total amount equal to 5% of contract value will be retained by the EMPLOYER towards security deposit. Security Deposit includes ISD and RMD.
43. The tenderer shall also have the option to pay a lump sum security deposit of 5% (Five percent) of the total value of the contract minus the amount of Earnest money already deposited in the form of NEFT/RTGS. In such an event, no deduction of retention money shall be made on this account except for payment in respect of extra work done which shall be subject to a retention of 5% (Five percent) of their value, unless the contractor elects to pay such Security Deposit in lump sum in foregoing manner. The amount of initial security deposit shall, however, be adjusted towards this account.

LIABILITY FOR DAMAGE, DEFECTS AND RECTIFICATION THEREOF

44. If the Contractor or his workmen or employee shall injure or destroy any part of the building in which they may be working or any building road, fence etc., contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, the contractor shall upon receipt of a notice in writing in the behalf make the same good at his own expenses. If it shall appear to the EMPLOYER or his representative at any time during the construction of re-construction or prior to expiration of defects liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the contract or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the EMPLOYER forthwith rectify or remove or reconstruct the work so specified in whole or in part as the case may require or as the case may be and / or remove the materials or articles so specified and provide other proper and suitable material or article.
45. At his own expenses, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to specified by the EMPLOYER may rectify or remove and re execute the work and / or remove and replace

with other, materials or articles complained of, as the case may be by either means at the risk and expense of the Contractor.

46. In case of repairs and maintenance works, splashes and droppings from Dismantling/ white washing, painting/plastering etc., shall be removed and surface cleared simultaneously with completing of these items of work in individual rooms, quarters or premises etc., where the work is done without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirement of this condition the EMPLOYER shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the EMPLOYER shall give three days' notice in writing to the contractor.

47. OVER PAYMENTS AND UNDER PAYMENTS:

Wherever any claim for the payment of a sum of money to **EMPLOYER**, out of or under this contract against the Contractor the same may be deducted by **EMPLOYER** from retention money / Security deposit or any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with **EMPLOYER**, or from any other sums due to the contractor from **EMPLOYER**, which may be available with **EMPLOYER**, he shall pay within ten days the claim through NEFT/RTGS.

48. **EMPLOYER**, reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. **EMPLOYER**, further reserves the right to enforce recovery of any overpayments when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as items of disputes before an arbitrator appointed under condition of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
49. If as a result of such audit and / or technical examinations any overpayments is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract it shall be recovered by **EMPLOYER** from the Contractor by any of all methods or made of recovery as prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by **EMPLOYER**.

COMPLETION PERIOD AND PENALTY CLAUSE

50. The Contractor shall commence work within 7 days from the date of receipt of work order from **EMPLOYER**. The contractor will be required to submit the security Deposit within 10 days from the date of receipt of work order if it has not been done earlier.
51. Completion period for the entire work contained in the tender and such of the extra items, if any, which form an integral part of the contract, contained in the tender is **30 Days** from the 07 day after award of work order as specified in above. The time limit specified herein will be strictly adhered to and will form the essence of the Contract. In case of delay in completion of job beyond the stipulated time penalty would be levied @ 0.25% per extra week taken by contractor i.e. more than scheduled time / period, subject to maximum of 5% of the actual cost of project.
52. **EMPLOYER**, shall have the right to terminate the contract if progress of the work is found to be unsatisfactory and there are no efforts from the contractor's side to make up for the delays if any.

COMPLETION CERTIFICATE

53. The work shall be considered “Virtually Complete” only after the Contractor submits to **EMPLOYER**, the following documents obtained by him through his licensed civil engineer/ architect etc.
54. As soon as the work is completed the contractor shall give notice of such completion to **EMPLOYER** and within 15 days of receipt of such notice **EMPLOYER**, shall inspect the work and shall furnish the contractor with a certificate of completion indicating.
 - a) The date of completion.
 - b) Defects to be rectified by the Contractor and / or.
 - c) Items for which payment shall be made at reduced rates.

When the separate periods of completion have been specified for items or groups of items, shall issue separate completion certificate for such item or group of items. No certificate of completion shall be issued, nor shall the work considered to be complete till the contractor shall have removed from the EMPLOYERs premises on which the work has been executed all scaffolding, sheds, temporary structures and surplus materials except such as are required for rectification of defects, removal all huts and sanitary arrangements required for his workmen on the site in connection with the execution of work as such have been erected by the Contractor or the workmen and clear all dirt from all parts of the building (s) in upon or about which the work has been executed thereof and clean floor, all gutters and drains, ease doors and shutters, oil locks and fastenings, labelled keys clearly and handed them over to EMPLOYER or his representative and made the whole premises fit for immediate occupations or use to the satisfaction of the EMPLOYER. If the contractor shall fail to comply with of the requirements of these conditions as aforesaid on or before the date of completion of the works, may at the expense of contractor arrange to remove scaffoldings, surplus materials and rubbish etc., as he thinks fit and the contractor shall have no claims in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale there of less the cost of fulfilling to requirements any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the contractor shall forthwith on demand pay such excess.

55. The whole of the work including all extra and additional items if any and when ordered are to be completed in the time stated in the contract and the contractor will be required if necessary, to work over time to stick to requirements to complete all the works by the stipulated date. No extra claim for extension of completion period will be allowed on account of this factor.
56. The completion period of the entire work as stated above shall be deemed to be the essence of the contract. In case of delay in completing the work beyond the specified completion date the contractor will be required to pay a penalty at the rate of 0.25% for each extra week taken by contractor i.e. more than scheduled time / period subject to maximum of 5% of the actual cost of the project. The penalty will be recovered either from the contractor’s bills or from the Security Deposit / Retention Money.
57. In case of delay of over 10 weeks in completion of the work beyond a stipulated completion date, EMPLOYER reserves the right to terminate the contract and get all the jobs completed through another agency of its choice. Any extra expenditure that EMPLOYER will have to incur for completion of the balance jobs through another agency on account of higher rates quoted by the agency will be recovered from the contractor’s Security Deposit, Retention Money and pending bills.

58. Extension of completion period

If the work is delayed by

- a) Force Majeure or
- b) Serious loss or damage by fire or
- c) Civil commotions, local combinations of workmen, strikes or lockout affecting any of the trades employed on the work, or
- d) Delay on the part of other contractors or tradesman engaged by in executing work not forming part of contract.
- e) Non – availability of stores, which is the responsibility of suppliers.
- f) Non-availability or break – down of tools and plant to be supplied or supplied by.

Request for extension of time to be eligible for considerations, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also if practicable, indicate in such a request the period for which extension is desired.

In any such case EMPLOYER may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by in writing within one month of, the date of receipt of such request by.

SITE FACILITIES**SETTING OUT OF WORK**

59. The EMPLOYER shall supply dimensioned drawings levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the EMPLOYER any error found at any stage which may arise thought inaccurate setting out unless such error(s) is / are based on incorrect data furnished in writing by the EMPLOYER in which case the cost shall be on the account of the EMPLOYER.

60. SITE DRAINAGE:

All water which may accumulate on the site during the progress of works or in trenches and excavations from other than the expected risks shall be removed from the site to the satisfaction of the EMPLOYER at the Contractor's expenses.

61. NUISANCE

The contractor shall not at any time do cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to others at or near the site of work.

62. The contractor shall at all times give access to the staff of statutory bodies as well as other agencies associated with the project.

63. The Contractor shall provide at his cost all temporary lighting arrangement required for the works and to enable contractors and sub-contractors to complete the works in the specified time including that for the workmen of any sub – contractors or special tradesmen.

- I. **EMPLOYER** shall provide Electricity power at one point. The necessary all electrification, wiring, lighting arrangement (including separate meter installation) shall be made available by the contractor and for which contractor shall not be paid any charges for the same.

64. WATCHING AND LIGHTING:

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and wherever necessary or required by the EMPLOYER for the protection of the works or for the safety and convenience of those employed on the works or the public.

EQUIPMENT & STAFF ASSISTANCE FROM THE CONTRACTOR

65. Theodolite, levels, plumb bobs, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance of their contract. The EMPLOYER will use any or all measurement instruments or tools belonging to the Contractor as and when he chooses for checking the complete works as well as the work in progress.
66. All scaffolding and ladders that may be necessary for taking measurement at site will be provided by the Contractor.
67. The Contractor shall provide all the equipment and machinery in good working condition at site during the entire period of construction as and when required.
- (a) The Contractor will be allowed to work for 8 (Eight) hours a day and 7 (Seven) days a week. However, no concreting shall be done during night or in the absence of the EMPLOYER. For working beyond normal working hours and non-working days, the Contractor shall obtain prior permission from the EMPLOYER.

EXECUTION

68. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the EMPLOYER in writing. The portions of the site to be occupied by the Contractor shall be defined and / or marked on the site plan failing which these shall be indicated by the EMPLOYER at site and the operations beyond the areas. In respect of any land permitted by the EMPLOYER for the use of the Contractor for the purpose of or in connection with the contract. The same shall be subject to the following and such other terms and conditions as may be imposed by the EMPLOYER.
69. Such use or occupations shall not confer any right of tenancy of the land to the contractor.
70. The Contractor shall have no right to put up any constructions of his own of any nature or type on land except temporary constructions for storage of equipment for the work under the contract or as a resting place for labourers employed by him for the work provided that he obtained the requisite previous permission in writing from the EMPLOYER. Such construction will be erected at the contractor's own cost.
- The Contractor shall at his own cost demolish all such constructions and remove the debris thereof, as also all his materials and equipment and clean and level the site thereof before handing over the completed work to.
71. The Contractor shall provide if necessary or if required on the site all temporary access thereof and shall alter adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the EMPLOYER and made good all damages done to the site. The Contractor shall note that the final bill will not be certified for the payment till the action as above is completed by the Contractor to the entire satisfaction of the EMPLOYER.
72. All the work shall be carried out as per detailed drawings and instructions of the EMPLOYER.

73. All drawings, tracings, photo prints and writings (except letter) shall be the sole property of the EMPLOYER and must be returned to them on completion of the works.
74. The drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected for ravages of termites, ants, silver fish and other insects.
75. During the execution of the work, Contractor must check his work with the drawings. The Contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and / or error at his own cost, failing which the EMPLOYER reserves the right to get the same rectified at the risk and cost of the Contractor.

MATERIAL TO BE PROVIDED BY THE CONTRACTOR.

76. The Contractor shall at his own expense and without delay supply to EMPLOYER, samples of materials proposed to be used in the work. The EMPLOYER shall within 15 days of supply of samples or within such period as he may require intimate to the Contractor in writing and inform the Contractor whether samples are approved by him or not. If the samples are not approved, the Contractor shall forthwith arrange to supply to the EMPLOYER for his approval fresh samples complying with the specification laid down in the contract. A set of all approved samples shall be maintained at site under lock & key by EMPLOYER.
77. The EMPLOYER shall have full power to require removal of any or all the materials brought to the site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to sample approved by him. In case of default on the part of the Contractor in removing rejected materials, the EMPLOYER shall be at liberty to have them removed by other means. The EMPLOYER shall have full power to procure other proper materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other resources. All costs which may attend upon / incurred upon such removal and / or substitution shall be borne by the Contractor.
78. The Contractor shall indemnify the EMPLOYER or its employee against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against EMPLOYER or any agent, servant or employees of EMPLOYER in respect of any such matters, as aforesaid, the Contractor shall immediately be notified thereof.
79. The EMPLOYER shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor, other than those for which as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the EMPLOYER require for the purpose. IF no tests are specified in the contract and such tests are required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in the test shall be borne by the Contractor in all cases except when otherwise provided.
80. EMPLOYER shall be entitled at any time to inspect and examine any materials intended to be used in or on the work, either on the site or at factory or workshop or at other place (s) manufactured or at any places where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

81. LABOUR

The Contractor shall employ labour in sufficient number either directly or through sub – contractors when such subletting is permitted to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the EMPLOYER. The Contractor shall not employ in connection with the works any person who has not completed his Eighteenth year of age.

82. In case of any class of work for which there is no such specification supplied by the EMPLOYER as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the EMPLOYER.
83. The contractor shall on the written request of EMPLOYER immediately dismiss from the works any person employed by him therein who may in the opinion of the EMPLOYER be incompetent or misconduct himself and such person shall not again be employed on the works without the written permission of the EMPLOYER.
84. The Contractor or his agent shall be in attendance at the site (s) during all working hours and shall supervise / superintend the executions of works with such additional assistance in each trade as the EMPLOYER may consider necessary. Order given to the Contractor agent shall be considered to have the same force as if they have been given to the Contractor himself.
85. The EMPLOYER shall communicate or confirm his instructions to the Contractor in respect of the executions of work in a “work site order book” maintained in the office authorised representative shall confirm receipt of such instructions by signing the relevant entries in the book.
86. The contractor will ensure that any oral instruction issued by the EMPLOYER or its staff are confirmed by the latter in writing.
87. The Contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications taken together, whether the same may or may not be particularly shown on the drawings, or described in the Schedule of Quantities, provided that the same can be reasonably inferred therein from. Figured dimensions and all dimensions and particulars to be taken from the actual work.
88. The whole of the work must be proceeded with such sections and at such times as directed by the EMPLOYER.
89. The EMPLOYER may from time to time issue further drawings or written instructions which are hereafter collectively referred to as ‘EMPLOYER’s Instructions’ in regard to:
- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
 - b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any material there for.
 - d) The removal or re-execution or both of any works executed by the Contractor.
 - e) The dismissal from the works of any persons employed there upon.

- f) The opening up for inspection of any work covered up.
 - g) The amending and making good of any defects of works improperly carried out.
90. If the Contractor after receipt of written notice from the EMPLOYER requiring compliance within seven days fails to comply with such drawings or EMPLOYER instructions or both as EMPLOYER may issue, may employ and pay other persons to execute any such drawings or EMPLOYER's instructions and all cost incurred in connection therewith as certified by the EMPLOYER shall be borne by the Contractor or may be deducted from any amount due or that may become due to the contractor under the contract or may be recovered as a debt.

91. INSPECTIONS AND APPROVALS:

The execution of work will be of best quality and as per general specifications, list of standards and list of approved materials indicated in the Tender document. All works embracing more than one process shall be subject to examinations and approval at each stage thereof and the Contractor shall give due notice to the EMPLOYER who shall be entitled to appraise the quality and extended thereof.

92. No work shall be covered up or put out of view without approval of EMPLOYER or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination or foundations before permanent work is placed thereon. The Contractor shall give due notice to the EMPLOYER or his authorised representative wherever any such work or foundation is ready for examination and the EMPLOYER or his representative shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examination and measuring such work or of examining such foundation he shall, if required by the EMPLOYER uncover such work at the Contractor's expenses.
93. The duties of the representative of EMPLOYER are to watch and supervise the progress of works and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by the EMPLOYER or to make any variations in the works except when authorised by the EMPLOYER.
94. The EMPLOYER may from time to time in writing delegate to his representative any of the powers and authorities vested in him and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instructions or written approval given by the representative of EMPLOYER to the Contractor within terms of such delegations shall bind the Contractor and the Architect as though it had been given by EMPLOYER.
95. Failure of the representative of EMPLOYER to disapprove any work or materials shall not prejudice the power of the EMPLOYER thereafter to disapprove such work or material and to order pulling down removal or breaking up thereof.
96. If the Contractor shall be dissatisfied with any decisions of the representative of the EMPLOYER he shall be entitled to refer the matter to EMPLOYER who shall thereupon confirm, reverse or vary such decisions.
97. The whole of the materials (except where otherwise described), stores and equipment required for the faithful performance of the contract must be provided through normal trade channel and must include for sales Tax, GST, Octroi VAT, CST, and Duties and other charges and must be the best of their kind available at the time and the Contractor must be responsible for the proper and efficient carrying out of the work. The work must be done in best and most workmanlike

manner. Samples of all materials to be used must be submitted to the EMPLOYER on the site for approval prior to procurement. The Contractor shall furnish to the EMPLOYER for approval when requested or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials finished and applied in actual work shall be fully equal to the approved samples.

98. During inclement weather the Contractor shall suspend concreting and plastering for such time as the EMPLOYER may direct and shall protect from injury all works in the course of erection.
99. Should the work be suspended by reason of rain, strike, lockouts or other cause the Contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.
100. The Contractor shall keep accurate records of weather, temperature, visitors and any other occurrences affecting the progress or quality of the works.
101. All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the works and at completion including that of sub – Contractor and specific tradesman to be cleared and carted away and all materials condemned by the EMPLOYER shall be removed from site as and when required during the entire duration of the work at no extra cost.
102. The Contractor shall protect all projecting sills and mouldings and all concrete steps from injury during the progress of the work by rough timber casings securely fixed.
103. The Contractor shall provide all necessary templates, moulds for circular or shaped work, carpenters or joiners work or any other trade.
104. The Contractor shall protect joinery and make good all damages to the same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the EMPLOYER at the time of completion. Before giving up possession, the contractor must see that all doors sashes etc. work easily and shall make all necessary adjustments.
105. The Contractor shall provide suitable stone with flat tops and build the same in concrete for temporary bench marks. All the pegs for setting out the work and fixing the necessary levels required for the execution thereof shall if desired by the EMPLOYER likewise be built in masonry at such places and in such manner as may determine.
106. Particular care must be taken to see that the floors are not overloaded by stacks of materials during construction. It is important that no load comes on the reinforced concrete floors until they are at least 3 weeks old and at no time must the load placed upon them exceed the load for which they are designed.
107. The Contractor has to provide all necessary holes, slits and depression etc. in form work and concrete to place pipelines or ancillary services in any form as shown in the drawings or as directed by
108. The Contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or specified tradesmen or sub-contractors and any damage caused must be made good by the contractors at his own expenses.
109. The Contractor shall provide temporary teakwood barricading up to 4' 0" height from the floor level to all lift walls and / or shafts opening on all floors to safeguard against any accidental fall and maintain them till such time as permanent enclosures are installed. No extra payment will be allowed on the contract sum for complying with this clause.

STATUTORY

110. The contractor shall conform to the provisions of any regulations and by – laws of any water or lighting companies with whose system the structures are proposed to be connected and shall before making any variations from the drawings that may be necessitated by so conforming give to EMPLOYER on site written notice specifying the variations proposed to be made and the reason for making to and apply for instructions thereon. In case the contractor shall in due course receive instructions, he shall proceed with the work, conforming to the provision regulations or by-laws to the supply companies and shall provide for and pay all fees and charges.
111. The contractor will be fully responsible for complying with all relevant provisions of the Contractor Labour Act and shall pay rates of Wages and observe hours of work / conditions of employment according to the rules in force from time to time.
112. The contractor shall comply with provisions of payment as per the following acts:

Payment of wages Act, 1936
 Workmen's Compensation Act, 1923
 Industrial Dispute Act, 1947
 Minimum Wages Act, 1948
 Employees State Insurance Act, 1948
 Maternity Benefit Act, 1961
 Mines Act, 1952 or

Any amendments / modifications thereof or any other law relating thereto and rules made thereunder from time to time. EMPLOYER shall on a report having being made by an inspecting office as defined in the contract labour regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker (s) by reasons of non– fulfilment of conditions of contract for the benefit of workers non– payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor's labour Regulation.

113. The contractor shall pay to labour employed by him, and in the case of his giving any part of the work on sub – contract he shall ensure and be responsible to see that the sub – contractor pays to labour employed by such contractor, wages not less than wage or remuneration as provided in the contract labour (Regulations and Abolition Act) and in the Rules, Regulations and orders.
114. The Contractor shall indemnify the EMPLOYER against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his rights to claim indemnity from his sub - contractor.

SAFETY CODE:

115. The Contractor shall at his own expenses arrange for the Safety provisions as required for these conditions or as required by the EMPLOYER in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the EMPLOYER shall be entitled to do so and recover the cost thereof from the Contractor.

Safety precaution to be taken in all respects (till completion of works) including for all concern human being. The contractor shall be responsible for any damage or loss of part / limb or death human being.

116. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever (save except the Expected risks as defined in the Tender Document), repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions. In the event of any such damage, loss or injury happening from any of the Expected Risks, the contractor shall, if any, to the extent required by the EMPLOYER, repair and make good the same as aforesaid, at the cost.

INSURANCES

117. The Insurance for the following will be covered and paid for by the contractor, and contractor shall indemnify the EMPLOYER and hold the EMPLOYER harmless in respect of all and any expenses arising from any such injury and / or damages in respect of:
- a) Workmen's Compensation and Risk of Accidents to contractor's own employees.
 - b) Contractors all risk Insurance to cover the total cost of project with third party coverage for total value of Rs. 2,00,000/- with value per accident not exceeding Rs. 50,000/- to cover and Contractor.
118. If the contractor fails to effect and keep in force the Insurance referred to above or elsewhere in the contract or any other insurance which he may be required to effect and keep in force, the EMPLOYER reserves the right to keep in force such insurances and pay such premium as may be necessary for the purpose and from time to time deduct the amount so paid by the EMPLOYER, as aforesaid, from any monies due or which becomes due to the contractor or recover the same as a debt from the contractor.
119. The aforesaid insurance policy / policies shall not be cancelled till EMPLOYER has agreed to their cancellation.
120. The Contractor shall prove to EMPLOYER from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period. Above instructions on insurance coverage will also be applicable to the sub-contractor, if any, of the contractor.

121. NOTICE TO LOCAL BODIES.

The contractor shall comply with and give all notices required under any Government authority, instrument, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works. He shall before make any variations from the contract drawings necessitated by such compliance give to the EMPLOYER a written notice giving reasons for the proposed variations and obtain the site EMPLOYER's instruction therein.

ARBITRATION

122. If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the EMPLOYER is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 day notice in writing to the other party (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein. The EMPLOYER shall

send to the Contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the EMPLOYER or the Contractors.

The Contractor 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 fifteen days of receipt of the names. The EMPLOYER shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the EMPLOYER fails to send to the Contractors, the panel or 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 EMPLOYER shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the EMPLOYER fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty 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 the Conciliator or Sole Arbitrator and communicate his name to the EMPLOYER.

If the person 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 final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are 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 by such partly or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The EMPLOYER and the Contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

DECLARATION BY THE CONTRACTOR

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

Place:

DATE:

(SIGNATURE OF THE TENDERER)

NAME and SEAL

ADDRESS:

SPECIAL CONDITIONS OF CONTRACT

1. It shall be distinctly understood that notwithstanding the reviews and suggestion if any, by the EMPLOYER the sole and ultimate responsibility for the stability and performance of the form work and staging and all other temporary works shall be that of the Contractor.
2. The partners or Directors of the Contractor shall meet the officer of EMPLOYER or its consultants at the site of works or at their respective offices whenever requested to do so.
- c) The EMPLOYER shall supply to the contractor reasonably complete engineering drawings. All the drawings required for the complete execution of the work will not be released simultaneously but in instalments as the work progresses. Bar bending schedules and shop drawings required for proper execution of work shall be prepared by the Contractor and submitted well in advance to EMPLOYER to permit scrutiny, corrections resubmissions and final approval without causing any delay in the construction work.
- d) The Contractor shall conform to the provisions of the Government Act relating to the work, and to the regulations and bye-laws of the local authorities. The contractor shall give all notices required by the said act, and obtain all required permission and license and pay all fees payable to such authorities in connection with constructing and maintaining temporary electric and water supply at site for the said project. All aspects of temporary works including their stability shall be the sole and ultimate responsibility of the Contractor.
- e) **EMPLOYER** reserves the right to use the premises and any portion of site for execution of any work not included in this contract which we may desire to get executed by other agencies. The Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for such work except by special arrangement with the EMPLOYER in such a manner as not to impede the progress of the works included in this contract and the Contractor shall not be responsible for any damage or delay which may happen or be occasioned by such work.
- f) In addition to previous stipulations, the Contractor shall be represented at site at all times during the tenure of the contract by responsible and qualified engineers approved by EMPLOYER. Such engineer shall form the Contractor's Project Management & Site Supervisory Team. They shall be in constant attendance upon all activities of the work.
7. Cost of recovery against materials, utilities or services supplied or arranged for by EMPLOYER shall be made by deducting the respective amount from the final bills.
8. Although Schedule of Probable Quantities & Rates has been divided into various sub – section, the rates quoted for a particular item of work in one sub – section shall be made applicable to similar item of work in any other sub – section if that item is not listed in the Schedule of that other sub – section.

SCHEDULE OF WORKS

1	Initial Security Deposit(ISD):	2% of the total tendered amount.
2	Defects liability period	12 months from the date of issue of virtual completion and handing over the completed work to owners.
3	Period of commencement	7 days from the date of letter of issue of work order.
4	Duration of completion of work	30 days from date of commencement of work.
5	Liquidated damages at the rate	0.25% per week subject to maximum 5% of the tender amount.
6	Retention money	Total amount equal to 5% of contract value will be retained by the EMPLOYER towards security deposit. Security Deposit includes ISD and RMD
7	Terms of rate	The rates shall be at site of work and should be inclusive of all taxes including works contract tax, GST, VAT if any. Security deposit to be released on expiry of the defects liability period.
8	Period of validity of tender	Three months from the last date for opening of tender.
9	Period for honouring final bill.	Within 15 working days of submission of bill certified by Caretaker and NABARD Officials.
11	Validity of rates after award of work:	The rates shall be firm for period of 3 Months from the date of award of work or till completion of work whichever is later. "NO ESCALATION IN PRICES WILL BE ALLOWED".

14. Upon it becoming reasonably apparent that the work is delayed, the contractor shall forthwith give written notice of the cause of the delay to EMPLOYER. Then EMPLOYER shall as soon as they are able to estimate the length of the delay beyond the date or time aforesaid, make in writing a fair and reasonable extension of time for completion of the work, provided always that the contractor shall use constantly his best endeavour to prevent delay and shall do all that may reasonably be required to the satisfaction of the EMPLOYER to proceed with work.

15. Damage for non-completion:

If the contractor fails to complete the works by the date specified in the conditions or within any extended time fixed, the contractor shall pay to the EMPLOYER a sum calculated at the rate stated in the special conditions as agreed liquidated damages for the period during which the said work shall so remain or have remained incomplete. The EMPLOYER may deduct such damages from any money that is otherwise payable to the contractor, under this contract.

16. Extra Items

All authorized extra items where rates cannot be derived from tender the contractor shall submit rates, supported by rate analysis worked on the 'actual cost basis' plus 15% towards establishment charges, contractor's overhead and profit & works contract tax etc.

17. Deviation in Quantities:

There is no variation limit in tender quantity for any variation in plus or minus, contractor is supposed to execute the same at quoted rates.

18. Photographs

The rate quoted shall include the cost of supplying colour photographs of 8" x 10" size including negative to EMPLOYER after completion of work from various angle one set each to EMPLOYER in respect of each floor as directed.

SCHEDULE OF APPROVED MAKES

1	Vitrified Tiles	Kajaria / Somany / AGL, etc.
2	Vitrified Tiles	Kajaria / Somany / AGL, etc.
3	Quartz Stone Cladding	Kajaria / Somany / AGL, etc.
4	Epoxy Grout in Tiles	AGL / Kajaria / Somany, etc.

Note: The Contractor should obtain prior approval from EMPLOYER before placing order for any specific material / agency.

ANNEXURE-A

**ARTICLES OF AGREEMENT
(to be submitted by the successful bidder)**

ARTICLES OF AGREEMENT made this _____ day of _____ between the National Bank for Agriculture and Rural Development (hereinafter called "the EMPLOYER") of the one part and _____ (hereinafter called "the Tenderer") of the other part.

WHEREAS the EMPLOYER is desirous of execution of Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and Floors Tiles in Lift Lobby at 1st, 2nd and 3rd Floor of NABARD Tower, Ahmedabad – 380013

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The EMPLOYER shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions thereto and the documents attached hereto 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 the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the EMPLOYER and shall make good any damage done to walls, floors, etc. after the completion of such works.
7. The EMPLOYER reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the Tenderer hereby agrees to commence the work/ job within the **seven days** of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.
9. All payments by the EMPLOYER under this contract will be made only at Ahmedabad.

Date _____

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Sign and Seal

- 10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have the jurisdiction to determine the same to the exclusion of all other courts.
- 11. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.
- 12. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.
- 13. IN WITNESS WHEREOF the EMPLOYER has set its hands to these presents through its duly _____s and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the tenderer is a company).

Signature Clause

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

Shri
(Name & Designation)

In the presence of:

Witness # 1

Signature:
Name:
Address:

Witness # 2

Signature:
Name:
Address:

SIGNED AND DELIVERED by the Bidder by the hand of Shri

(Name and Designation)

In the presence of:

Witness # 1

Signature:
Name:
Address:

Witness # 2

Signature:
Name:
Address:

Date _____

Sign and Seal

ANNEXURE-B**Letter of Indemnity and Undertaking
(to be submitted by the successful bidder)**

The Chief General Manager,
National Bank for Agriculture & Rural Development,
NABARD Tower, Opposite Municipal Garden, Usmanpura,
Ahmedabad-380013

Dear Sir

Tender for Replacement and Installation of Quartz Cladding, Wall Tiles and Floors Tiles in Lift Lobby at 1st, 2nd and 3rd Floor of NABARD Tower, Ahmedabad – 380013

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail _____ (type of procurement) at _____(place) as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as _____, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ (bidder) hereby declare and certify that we are the rightful owners/ licensees of the said article/ service/ solution offered for sale to NABARD and that the sale of the said article/ service/ solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ (bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ (bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, subcontractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

SCHEDULE (Please list all the hardware supplied to NABARD for providing this service on a separate sheet)

Yours faithfully

(Name and Designation) of _____

Date _____

Sign and Seal

PRICE BID
(Part-II)

Date _____

Sign and Seal

SCHEDULE OF QUANTITIES

S.No	Items	Area in Sq. Ft.	Rates	Amount
	First Floor			
	<p><u>Floor Tiles</u></p> <p>Removing Partition in first floor and reinstalling after installation of vitrified floor tiles.</p> <p>Dismantling existing marble/kota tile work in floors, laid in cement mortar including disposal of Malwa/debris beyond municipal limits. Providing and laying vitrified floor tiles of size 2 ft x 4 ft i.e. (600x1200) mm with water absorption less than 0.08% and conforming to IS:15622 of approved make, shade and finish laid on 20mm thick cement mortar 1:4 (1 cement :4 coarse sand) including grouting the joints with epoxy etc. and skirting till 150 mm wherever required.</p> <p>Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.</p>	320		
2	<p><u>Wall Tiles</u></p> <p>Dismantling existing wall plaster in floors, laid in cement mortar including disposal of Malwa/debris beyond municipal limits.</p> <p>Providing and fixing 1st quality ceramic glazed wall tiles of size 2 ft x 4ft (i.e. 600mm x 1200mm) conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand).</p> <p>The scope of work includes dismantling, preparation of surface and fixing of wall tiles with adhesives/chemicals and grouting with epoxy, as per direction of NABARD representatives.</p> <p>Grouting the joints of wall tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.</p>	270		

	<p><u>Quartz Stone Cladding</u></p> <p>Providing and Fixing of 15mm Quartz Stone of approved shade and approved Finish for Jamb (Both Sides, top and bottom), front face etc. for the entrance of lifts at NABARD Tower Office Building.</p> <p>The scope includes dismantling of old kota/granite stone, plaster, , etc. without causing any additional/other damage and including disposal of debris/malwa from the site and clearing it. Complete supply of all necessary raw materials, preparation of surface, plastering the surface of required level, fixing the quartz cladding with chemicals / adhesives, moulding / chamfering / Polish as per requirement as per direction of NABARD Engineer in charge.</p>	200		
3	Second Floor	Smt		
	<p><u>Floor Tiles</u></p> <p>Removing Partition in first floor and reinstalling after installation of vitrified floor tiles.</p> <p>Dismantling existing marble/kota tile work in floors, laid in cement mortar including disposal of Malwa/debris beyond municipal limits. Providing and laying vitrified floor tiles of size 2 ft x 4 ft i.e. (600x1200) mm with water absorption less than 0.08% and conforming to IS:15622 of approved make, shade and finsh laid on 20mm thick cement mortar 1:4 (1cement :4 coarse sand) including grouting the joints with epoxy etc. and skirting till 150 mm wherever required.</p> <p>Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.</p>	320		
4	<p><u>Wall Tiles</u></p> <p>Dismantling existing wall plaster in floors, laid in cement mortar including disposal of Malwa/debirs beyond municipal limits.</p> <p>Providing and fixing 1st quality ceramic glazed wall tiles of size 2 ft x 4ft (i.e. 600mm x 1200mm) conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand).</p> <p>The scope of work includes dismantling, preparation of surface and fixing of wall tiles with adhesives/chemicals</p>	270		

	<p>and grouting with epoxy, as per direction of NABARD representatives.</p> <p>Grouting the joints of wall tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.</p>			
	<p><u>Quartz Stone Cladding</u></p> <p>Providing and Fixing of 15mm Quartz Stone of approved shade and approved Finish for Jamb (Both Sides, top and and bottom), front face etc. for the entrance of lifts at NABARD Tower Office Building.</p> <p>The scope includes dismantling of old kota/granite stone, plaster, , etc. without causing any additional/other damage and including disposal of debris/malwa from the site and clearing it. Complete supply of all necessary raw materials, preparation of surface, plastering the surface of required level, fixing the quartz cladding with chemicals / adhesives, moulding / chamfering / Polish as per requirement as per direction of NABARD Engineer in charge.</p>	200		
5	Third Floor			
	<p><u>Floor Tiles</u></p> <p>Removing Partition in first floor and reinstalling after installation of vitrified floor tiles.</p> <p>Dismantling existing marble/kota tile work in floors, laid in cement mortar including disposal of Malwa/debris beyond municipal limits. Providing and laying vitrified floor tiles of size 2 ft x 4 ft i.e. (600x1200) mm with water absorption less than 0.08% and conforming to IS:15622 of approved make, shade and finsh laid on 20mm thick cement mortar 1:4 (1cement :4 coarse sand) including grouting the joints with epoxy etc. and skirting till 150 mm wherever required.</p> <p>Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.</p>	320		
7	<p><u>Wall Tiles</u></p> <p>Dismantling existing wall plaster in floors, laid in cement mortar including disposal of Malwa/debirs beyond municipal limits.</p> <p>Providing and fixing 1st quality ceramic glazed wall tiles of size 2 ft x 4ft (i.e. 600mm x 1200mm) conforming to IS:</p>	270		

	<p>15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand).</p> <p>The scope of work includes dismantling, preparation of surface and fixing of wall tiles with adhesives/chemicals and grouting with epoxy, as per direction of NABARD representatives.</p> <p>Grouting the joints of wall tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.</p>			
	<p><u>Quartz Stone Cladding</u></p> <p>Providing and Fixing of 15mm Quartz Stone of approved shade and approved Finish for Jamb (Both Sides, top and and bottom), front face etc. for the entrance of lifts at NABARD Tower Office Building.</p> <p>The scope includes dismantling of old kota/granite stone, plaster, , etc. without causing any additional/other damage and including disposal of debris/malwa from the site and clearing it. Complete supply of all necessary raw materials, preparation of surface, plastering the surface of required level, fixing the quartz cladding with chemicals / adhesives, moulding / chamfering / Polish as per requirement as per direction of NABARD Engineer in charge.</p>	200		
		Sub-Total		
		GST @ 18%		
		Total		

Total - _____

Note:

1. The tenderers should visit site and assess site conditions and scope of work before quoting the rates.
2. **The prices should be inclusive of all accessories, hardware and fittings including additional / extra equipment and commissioning inclusive of all taxes.**
3. The contractor should have valid GST registration. While raising final bills, the contractor should write their GSTIN number in the Tax Invoice and should also clearly indicate applicable

Date _____

Sign and Seal

SGST/CGST amounts payable. Any changes in GST rate prevailing shall be applicable on the quoted rates.

4. The work is to be undertaken as per instructions provided by the EMPLOYER.
5. The work is to be completed in accordance to the technical specifications specified in the Tender Document.
6. All the measurements of the work shall be recorded on Measurement Book at site, jointly by the contractor and EMPLOYER.
7. The contractor should clean the work area on daily basis and remove all the debris of work as and when instructed by EMPLOYER.
8. The L-1 agency will be decided on the basis of total amount quoted for the work in the Price Bid
9. The contractor has to quote for all the items of the tender. Incomplete tenders will be rejected.

Accepted all terms & conditions of technical & price/financial bid

Place :

Date (Signature of the Tenderer)

Address :
Name and Seal