

**Tender For Consultancy and
Conducting of Structural Audit,
Non Destructive Test of Three
Premises of NABARD, Pune**



NABARD

MAHARASHTRA REGIONAL OFFICE, PUNE

54, WELLESLEY ROAD, SHIVAJI NAGAR, PUNE - 411005

PART 1 – TECHNICAL BID

TENDER SCHEDULE

| | |
|---|------------------------|
| PRE-BID MEETING | : 10 April 2018 |
| LAST DATE FOR SUBMISSION OF SEALED TENDERS | : 23 April 2018 |
| OPENING OF TECHNICAL BIDS | : 23 April 2018 |
| NAME OF CONSULTANT TO WHOME ISSUED | : |
| ADDRESS | : |

CLIENT:

**CHIEF GENERAL MANAGER / OIC
NABARD, MAHARSHTRA REGIONAL OFFICE
54, WELLESLEY ROAD, SHIVAJI NAGAR
PUNE – 411005**

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1. NOTICE INVITING TENDER

M/s _____

Date: _____

Dear Sir

Tender For Consultancy and Conducting of Structural Audit, Non Destructive Test of Three Premises of NABARD, Pune

National Bank for Agriculture and Rural Development (NABARD) invites tender for Consultancy and Conducting of Structural Audit of following three premises of NABARD, Pune:

1. NABARD, Maharashtra Regional Office, 54 Wellesley Road Shivaji Nagar, Pune
2. NABARD Officers Quarters, Narangi Baug Lane, 9A Boat Club Road, Pune
3. NABARD Staff Quarters, Salisbury Park, Gultekdi, Pune .

Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

2. Sealed Bids in TWO separate sealed Envelopes indicating clearly **'Envelope-1 - Technical bid'** and **'Envelope No.2 – Price bid'**, shall be addressed by name to **CHIEF GENERAL MANAGER / OIC, NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE – 411005** and Envelops should also be super scribed **“Tender For Consultancy and Conducting of Structural Audit, Non Destructive Test of Three Premises of NABARD, Pune”**. Last date for the submission of tender is **23 April 2018 by 14.00 hrs.**

3. This NIT (tender document) can be downloaded from our website at <https://www.nabard.org/English/Tenders.aspx>. The tender document will be available on the website, till the date of submission..

4. Envelope no. 1 shall contain:

- a) “Technical bid” of tender with every page signed and stamped.
- b) Bar Chart indicating the program for the execution of the work.
- c) An initial part amount of **Rs 20,000/- (Rupees Twenty Thousand Only) towards Earnest Money Deposit (EMD)** by way of Demand Draft (DD) from Nationalised/Scheduled Bank, to be submitted alongwith “Technical Bid” in a separate envelop. EMD envelop shall be super scribed as EMD towards **Consultancy and Conducting of Structural Audit, Non Destructive Test of Three Premises of NABARD, Pune**. The Tender without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to the successful bidder.

- d) The Initial Security deposit(ISC), which will be 2% of the accepted value of the tender minus initial part payment i.e. EMD, shall be submitted by the successful tenderer in form of bank draft from a scheduled bank within 15 days of intimation to him of acceptance of his tender. No interest shall be paid on the ISC.
- e) Power of attorney authorizing the person to sign the tender.
- f) It shall not contain any condition whatsoever and the conditional tenders will be rejected out rightly.

5. Envelope No.2 shall contain

- a. Price Bid shall be addressed by name to **CHIEF GENERAL MANAGER/OIC, NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE - 411005.**
 - b. Envelope No.2 shall not contain any condition whatsoever and any conditional bids shall be rejected.
 - c. Envelope No.2 will be opened on some suitable date, which will be communicated later on, after scrutiny of the documents submitted by tenderers in envelope 1. Price Bid envelopes shall be opened only in respect of those tenderers who have complied with all the requirements in tender document.
7. If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
8. A pre-bid meeting will be held at **NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE – 411005 at 3.00 P.M on 10 April 2018** with the prospective bidders, to clarify any issues pertaining to the tender. The bidders are expected to thoroughly read the tender document before being present for the pre-bid meeting, so as to understand all aspects of the work.
9. Before filling up the tenders, the bidders may note the following:
- a. The bids shall remain valid and open for acceptance for **3 months** from the date of opening of Envelope No.1. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
 - b. **Time of Completion:** Time is the essence of the contract. The Consultant shall be allowed to execute the work after working hours, in nights & on holidays, with the prior permission from NABARD. No extra payments will be made for the work being done during the odd hours. **Date of commencement shall be either one-week, from the date of issue work order or the day on which the consultant will take possession of site, whichever is earlier.** The work shall be completed within **30 days** from the date of commencement.
 - c. The quantum of liquidated **damages** for delay in completion of the works per week shall be calculated at **0.25%** of the estimated cost subject to maximum of **5%** of the accepted tender amount.

- d. The tenderer should quote the rates in figures as well as in the words. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by the consultant in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
- e. The tenderers must include in their tender prices quoted for all duties royalties, GST, cess and sales tax, works contract tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.
- f. The tender document must be filled in English and all the entries must be hand written. If any of the documents are missing or un-signed in price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer in writing and the tenderer has to submit all those documents within 2 days after communicating the same, otherwise the tender will be rejected.
- g. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- h. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- i. All taxes including GST, works contract tax, turnover tax, Sales Tax or any other payable/ prevailing tax on material or on finished works etc, in respect of this contract shall be payable by tenderer and the Bank will not entertain any claim whatsoever in this respect over the quoted price.
- j. The tenderer, apart from being a competent consultant must co-ordinate himself with all the agencies as and when required.
- k. Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any , conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
- l. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment /execution of work. Consultant will be paid for the actual work done at the site duly verified by the concerned official of the bank.

- m. If the rate quoted by the consultant for any item / items are not workable or abnormally lower than the market rate, the full and final payment of the consultant will be settled after the satisfactory execution of these item.
- n. NABARD does not bind itself to accept the lowest or any tender at all. NABARD also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
- o. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to **CHIEF GENERAL MANAGER, NABARD, MAHARASHTRA REGIONAL OFFICE, 54 WELLESLEY ROAD, SHIVAJI NAGAR, PUNE, 411005** who will review the questions and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the last date of submission of the tender.
- p. NABARD also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
- q. The successful bidder shall execute an agreement on non-judicial stamp paper with NABARD in accordance with the standard format enclosed (Articles of Agreement) within 07 days from date of issue of work order failing which the bidder's EMD may stand forfeited.
- r. As all the buildings are old, NABARD may not be able to provide all DATA, Drawings & Documents related to the buildings. However the data available with us shall be made available to the consultant. All the necessary works related to the Job component shall be under the scope of the party.

(M.K.Srivastava)

OFFICER-IN-CHARGE

2. FORM OF TENDER

The Chief General Manager / OIC
NABARD, Maharashtra Regional Office
54 Wellesley road, Shivaji Nagar
Pune, 411005

Dear Sir

Tender For Consultancy and Conducting of Structural Audit, Non Destructive Test for following three premises of NABARD, Pune:

- 1. NABARD, Maharashtra Regional Office, 54 Wellesley Road Shivaji Nagar, Pune**
- 2. NABARD Officers Quarters, Narangi Baug Lane, 9A Boat Club Road, Pune**
- 3. NABARD Staff Quarters, Salisbury Park, Gultekdi, Pune .**

I / We the undersigned have carefully gone through and clearly understood, after visiting the site, the tender drawings and tender documents comprising of the tender form, Notice of Tender, Pre-Qualification Criteria, Scope of work, General conditions of Contract, Specifications and Schedule of Quantities.

I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ price Bid and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

In the event of this Tender being accepted I / we agree to enter into an agreement as and when required and executed the contract according to your form of Agreement, in default whereof, I/we do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

I / we further agree to **complete the work** included in the said schedule of quantities **within 30 days** from the date of commencement. Date of commencement shall be either one-week, from the date, the acceptance letter is issued to the consultant or day on which the consultant is instructed to take possession of site whichever is earlier.

I / we agree to employ only those sub-consultants; approved by Employer.

I/we agree to provide the list of all the sub-consultants in the beginning or at least one week prior to commencement of the work by the said sub-consultant. In case of non-compliance, I/ we authorize consultant/ bank engineer to stop the work at site.

I / We agree to pay Government, GST, General and Sales Tax (State and Central), Excise etc. for insurance and all other taxes including works contract extra, turnover

tax etc. as prevailing from time to time, on such items for whom same is to be levies, and the rates quoted by me / us are inclusive of the same.

MEMORANDUM

- a) Description of work: Tender For Consultancy and Conducting of Structural Audit, Non Destructive Test of Three Premises of NABARD, Pune**
- b) Earnest Money Deposit: Rs.20,000/-**
- c) Time allowed for completion:** 30 days from the date of commencement which shall be either one-week, from the date of issue of work order to the consultant or day on which the consultant will take possession of site whichever is earlier.

We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable or in default thereof, to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

- i)
- ii)

The names of partners of our firm are:

- ii)
- iii)

Name of the partner of the firm
Authorized to sign:

OR

Name or person having Power of
Attorney to sign the contract
(certified copy of the Power of
Attorney should be attached):

Yours faithfully,

Signature of Tenderer

3. PRE-QUALIFICATION CRITERIA

Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

The Bidding Firm/Company:-

1. Should have at least 5 years of experience in the field of Consultancy and conducting of Structural Audit, NDT of various Buildings. Should have services of Licensed Structural Engineer registered with appropriate authority.
2. Should have successfully completed in last 5 Financial Year, in the field of Consultancy for Structural Audit of various Buildings including conducting NDT (Ultrasound Pulse Velocity Test, Hammer Rebound test, Corrosion test etc.) preparation of BOQ with estimates, drawings/ specifications based on NDT for government buildings, Banks/FIs premises etc.
 - i. Three similar works whose value is not less than 4.00 Lakh each of the estimated cost or
 - ii. Two similar works whose value is not less than 5.00 Lakh each of the estimated cost or
 - iii. One similar work whose value is not less than 7.50 Lakh of the estimated cost.
3. Completion certificates issued by the client should be enclosed.
4. Should submit audited balance sheets / P&L account and Income Tax Return certificates for the last 3 financial years.

(Note: The details shall be furnished in the formats annexed herewith)

4. SCOPE OF WORK

A. Broad Scope of Work

1. Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of Structural Engineers. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification.
2. Assessment of damages of RCC members through NDT (Non-Destructive Testing) with calibration chart for the site. Initially digital rebound hammer test shall be conducted and if necessary Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical test etc. will be conducted, necessity of which will be decided after inspection.
3. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations.
4. Preparation of detailed report based on visual inspection, NDT, suggesting/ phasing out priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.
5. Preparation of detailed estimate for proposed structural repairs/ restoration, rectification work of specialized nature with BOQ (Bill of Quantities), if structural repairs are required.
6. Liaisoning and obtaining necessary permissions from appropriate Municipal or Statutory Authority etc. as per requirement or if needed. Bank shall bear all statutory fee/payments and furnish applications, if any. Bank shall also provide any such document(s) required for any permission etc., if available. In the absence of any such documents with the Bank, Consultant shall make necessary arrangements to smoothly and timely obtain any statutory permission/NOC etc.
7. Attending meetings with NABARD officials, wherever required, in respect to above work.

8. Preliminary Work (Part of Report)

- i. Collection of preliminary data.
- ii. Pre-repair survey (field work}
- iii. Submission of survey report, general defects and damages, general recommendations, budgetary estimate in the descending order of preference, generalized bill of quantities

The offer shall include the professional charges for all the consultancy services mentioned above and be submitted as financial bid in separate sealed cover. The other

details such as registration, qualification, work done details, etc. shall be submitted in a separate cover as technical/PQ bid.

B. Detailed scope of the work

1. Conducting structural audit including detailed visual inspection and non-destructive test using digital rebound hammer in the following three premises of NABARD, Pune:

| Sr.No. | Location of Premises | Building Details |
|--------|--|--|
| 1. | NABARD, Maharashtra Regional Office, 54 Wellesley Road, Shivaji Nagar, Pune 411005 | <ol style="list-style-type: none"> 1. One Office building (two wings A&B) with carpet area of 32000 sq.ft. 2. Total built up area of 42680 sq.ft. 3. Parking + 4 upper floors 4. Construction completed on 18-11-1983 |
| 2. | NABARD Officers' Quarters, Narangi Baug Lane, 9A Boat Club Road, Sangamwadi, Pune 411001 | <ol style="list-style-type: none"> 1. Four residential buildings (A,B,C,D with Parking + 3 upper floors with total carpet area of 34706 sq.ft. 2. Total Built up area: 38900 sq.ft. 3. Construction completed on 15-03-1987 |
| 3. | NABARD Staff Quarters, 459-Salisbury Park, Gultekdi, Pune 411037 | <ol style="list-style-type: none"> 1. One residential building (Two wings E1&E2 with Ground +4 and Parking +4 stories)) with carpet area of 15600 sq.ft. 2. One residential building (Four wings D1, D2, D3, D4 with ground +4 & parking +4 stories) with carpet area of 14000 sq.ft. 3. One residential building (One wing F with Ground +2 stories) with carpet area of 2520 sq.ft. 4. Total built up area of all three buildings: 47804 sq.ft. 5. Construction completed on 05-06-1985 |

2. To carry out following additional non-destructive tests

| Sr. No. | Additional Tests | ND | Approx. No. of locations | Remarks |
|---------|--|----|--|--|
| 1. | Ultrasonic Pulse Velocity Test | | 40 locations per building, if required | The type of tests, numbers and the test locations will be decided in consultation with the Bank, depending on visual inspection and Rebound hammer test results. |
| 2. | Half Cell Potential Test for Corrosion mapping | | 18 locations per building, if required | |
| 3. | Carbonation Depth Test | | 18 locations per building, if required | |
| 4. | Core Test | | 4 locations per building, if required | |

3. Submission of detailed report, which includes:
 - i. The findings from detailed visual inspection
 - ii. Non-destructive test results and/or any other such test carried at site as per the scope of work
 - iii. Suggested remedial measures
 - iv. Bill of quantities

The consultancy and incidental charges for carrying out the above works shall be as per following format, which is to be filled and submitted in a separate cover:

| Sr.No. | Descriptions |
|--------|--|
| 1 | To carry out detailed visual inspection and digital rebound hammer test |
| 2 | To carry out additional Non Destructive Tests, if necessary <ol style="list-style-type: none"> a. Ultrasonic Pulse Velocity Test b. Half Cell Potential Test c. Carbonation Depth test d. Core Test |
| 3 | Consultancy charges for preparation of report which includes <ol style="list-style-type: none"> a. The findings from detailed visual inspection, b. Non-destructive test results c. Suggested remedial measures, d. Bill of Quantities |

The Consultant shall have services of:

1. Licensed Structural Engineer (highest category) registered with APPROPRIATE AUTHORITY.
2. Trained and experienced surveyors.
3. Engineer to conduct Structural Audit as per the guidelines of the Indian Society of Structural Engineers.

Consultant shall have:

- a. Necessary tools and plants required for the execution of the work and the list of such equipments shall be attached

- b. Methodology supported by exhaustive checklists and software
 - c. Detailed report along with documentation of flat wise observations
 - d. Consultants have to submit adequate nos. of photographs representing states of the buildings, stressed (if any) of the buildings, tests carried out, results along with the audit reports.
3. To discuss the findings of the audit with concerned govt. departments and to obtain a certificate from municipal authority on the safety / stability of the buildings.





5. GENERAL CONDITIONS OF CONTRACT

1. Definitions

“**The Contract**” means the documents forming the tender and acceptance thereof and the formal agreement executed between NABARD and the Consultant, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 1.1 “**NABARD / Employer / Board**” means NABARD having its Registered & Corporate Office at C-24, G Block, BKC, Bandra East, Mumbai 400 051 and includes its representatives, successors and assigns.
- 1.2 “**Corporate Office**” means the Corporate Office of NABARD and includes any other offices as prescribed by NABARD from time to time for that purpose.
- 1.3 “**Sanctioning Authority**” means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of NABARD.
- 1.4 “**Employer**” means NABARD and includes its representatives, successors and assigns.
- 1.5 “**Bank’s Representative**” means Representative appointed by the Employer as their representative to give instructions and supervise the work of the consultant at site.
- 1.6 “**The Consultant or Consultants**” means the firm or agency or individual engaged by the Employer to execute the work. It shall also include their legal representative(s), successors or assigns.
- 1.7 “**Contract value**” means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

- 1.8 **“Tendered value”** means the value of the entire work as stipulated in the work order.
- 1.9 **“Works” or “Work”** means the consultancy work described in the “Scope of Work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the consultant hereunder and work to be done by the consultant under the contract.
- 1.10 **“The Site”** means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.
- 1.11 **“Drawings”** means the drawings prepared by Consultant/NABARD and issued to the Bank’s Representative and referred to in the specifications and any modifications of such drawings as may be issued by the Consultant/Employer / Bank’s Representative from time to time.
- 1.12 **“Specifications”** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer time to time.
- 1.13 **“Market Rate”** means the rate as decided by the Employer on the recommendations of Bank’s Representative based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
- 1.14 **“Schedule(s)” referred** to in these conditions mean the relevant schedule(s) annexed to the tender papers.
- 1.15 **“Local Controlling Authority”** means the Local Municipal Authority or any other appropriate statutory authority.
- 1.16 **“Month”** means calendar month.
- 1.17 **“Week”** means seven consecutive days.
- 1.18 **“Day”** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2. Scope and performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

3. Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Manpower, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work.

4. Sufficiency of Tender

The Consultant 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.

4.1 Scope of work: The consultant shall carry out complete and maintain the said work in every respect in strictly accordance with this contract and with the directions of and to the satisfaction of the Employer to be communicated through NABARD.

5. Location of work

The work will be carried at

1. NABARD, Maharashtra Regional Office, 54 Wellesley Road Shivaji Nagar, Pune
2. NABARD Officers Quarters, Narangi Baug Lane, 9A Boat Club Road, Pune
3. NABARD Staff Quarters, Salisbury Park, Gultekdi, Pune .

6. Rates of Payment

The rates given in the BOQ tendered by the consultant/agency and as accepted by NABARD will form the basis of payment for such items under this contract.

- i. No price variation or escalation on any account whatsoever & the compensation for force majeure etc. shall be payable under the contract.
- ii. The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the consultant may be called upon to do by NABARD shall be fixed by the supplementary written agreement between the consultant and NABARD before the particular item or items of work is/are executed.

- iii. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material.
- iv. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties, and as per the Payment schedule,
- iv. Payment schedule : Payment shall be made upon the completion of work

7. Discrepancies and Adjustment of Errors

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works.

8. Work Order

Within the validity period of the tender, the Employer shall issue a work order by registered post or otherwise dispatching at the address of the consultant as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Consultant.

9. Contract document

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within seven days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The consultant shall be furnished, one certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

10. Language

The language in which the contract documents shall be drawn shall be English.

11. Liquidated Damages

If the consultant fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below:

0.5% of the contract amount per week subject to a maximum of 10% of the contract amount.

The amount of compensation may be adjusted or set off against any sum payable to the Consultant under this contract with the Employer.

12. Escalation

No escalation and payment due to increase in prices / wages will be made to the consultant. The rates quoted by the consultant shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

13. Ownership of drawings

All drawings, specifications and copies thereof furnished by the Employer are the properties of the Employer. They are not to be used on any other work.

14. Materials, Appliances and Employees

The consultant shall, at his own expense, provide all materials, appliances and employees required for testing and carrying out the works and no material required for carrying out the work shall be supplied by the Employer. If tests are to be carried out in external labs all costs such as testing cost, consultancy fee, taxes, transportation or any other incidental charges shall be borne by the consultant

15. Consultant/Agency to supply tools & plants etc.

The consultant shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work.

16. Protection of works and property

The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting

due to his fault or negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The consultant shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The consultant shall take insurance covers **(i.e. Consultant's All Risk Policy)** as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the consultants and Employer.

17. Assignment and subletting

The whole of work included in the contract shall be executed by the consultant and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein.

18. Consultant's superintendence

The consultant shall give necessary personal superintendence during the works and as long, thereafter, as the Employer may consider necessary until the expiry of the defects liability period, stated hereto. The consultant shall depute necessary technical staff for execution of work.

19. Quantities

The rates quoted for various items shall remain valid for variation of quantity against individual item to any extent. The payment to the consultant shall be made as per the actual work executed and quoted unit rates for individual items. The quantities in the BOQ are only indicative and may increase or decrease, however the rate quoted shall remain firm.

20. Works to be measured

The Bank's Representative shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract. Recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities.

21. Certificate of payment

Payment on account of amount admissible shall be made on certification of the Bank's Representative to which the consultant is considered entitled by way of interim payment at such rates as decided by the Bank's Representative. The amount admissible shall be paid by 15th working day after the day of certification of the bill by the Bank's

Representative subject to the bill is found to be in order by the Employer with no discrepancies. The Employer shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the Employer.

The R/A payments so made shall be adjusted in the subsequent interim bill by taking detailed measurements thereof. The Bank's Representative shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

NABARD shall deduct the sales tax/turn over tax or any other tax from the consultant's bill at the rate as applicable as per rules framed by concerned Govt. /local bodies from time to time and remit it to concerned department and shall issue a certificate regarding tax/duties/levies so deducted on demand by the consultant.

22. Final Measurement

The final bill shall be submitted by the consultant in the same manner as specified in interim running account bills within one month of issue of virtual completion certificate for the work.

23. Work by other agencies

The Employer reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the consultant shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract.

24. Dismantled material Employer property

The consultant shall treat all useful materials obtained during testing of the building/premises as Employer's property and such materials shall be disposed off to the best advantage of Employer according to the instructions in writing issued by the Employer.

25. Maintenance of Registers

The consultant shall maintain the following registers at site of work and should produce the same for inspection of the Employer whenever desired by them.

- i) Daily progress register/ Test Register

- ii) Site order book
- iii) Hindrance Register

The consultant shall maintain the record/ registers as required by local authorities / govt. from time to time.

26. Permits, Laws and Regulations

Permits and licenses required for execution of the work shall be obtained by the consultant at his own expenses. The consultant shall give necessary notices and comply with the local regulations, laws, and ordinances rules, applicable for execution of work. If the consultant performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the

Employer against any legal actions arising there from .The rates quoted by the consultant are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the consultant on this account.

27. Local Laws, Acts, Regulations

The consultant shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The consultant shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

28. Commencement of Works

The date of commencement of the work will be reckoned as 07 days from the date of issue of work order by Employer or the first day when the consultant is handed over the site for taking up execution of the work whichever is earlier.

29. Time for completion

Time is the essence of the contract and shall be strictly observed by the consultant. The entire work shall be completed within a period of **30 days** from the date of commencement of work. If required in the contract or as directed by the Employer, the consultant shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

30. Rate of progress

Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Employer is slow, to ensure the completion of the whole of the work by

the prescribed time or extended time for completion, the Employer shall thereupon take such steps as considered necessary by the Employer to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Employer neither shall relieve the consultant from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

31. Extension of Time

31.1 If the work(s) be delayed by:

1. Force majeure, or
2. Abnormally bad weather, or
3. Serious loss or damage by fire, or
4. Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
5. Any other causes which, in the absolute discretion of the Employer is beyond the Consultant's control.

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works.

31.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within two days of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.

31.3 In any such case, the Employer on the basis of recommendations of Bank's Representative will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Consultant by the Employer in writing, within 3 days of the date of receipt of such request. Non application by the consultant for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the consultant.

32.0 When Contract can be determined

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the cases.

33.0 Suspension of work

i) The consultant shall, on receipt of the order in writing of the Employer (whose decision shall be final and binding on the consultant) suspend the progress of works or

any part thereof for such time and in such manner as the Employer / Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account any default on the part of the consultant, or
- b) For safety of the works or part thereof.

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer .

34. Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise 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.

35. Cancellation of contract in full or part

If consultant:

- i. at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Employer ; or
- ii. commits default to 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 given to him in that behalf by the Employer or
- iii. fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Employer or

The Employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Employer, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Bank's Representative shall on such cancellation by the Employer have powers to: take possession of the site and any materials etc. thereon; and / or carryout the incomplete work by any means at the risk and cost of the consultant.

On cancellation of the contract in full or in part, the Employer through Bank's Representative shall determine what amount, if any, is recoverable from the consultant for completion of the works or part of the works or in case 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 consultant for the value of the work executed by him up to the time of cancellation, the value of consultant's materials taken over and incorporated in the work and use of plant and machinery belonging to the consultant.

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 without prejudice to any other right or remedy available to Employer in law be recovered from any moneys due to the consultant on any account, and if such moneys are not sufficient the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.

If the consultant shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the consultants' unused materials etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the consultant under the contract and if thereafter there be any balance outstanding from the consultant, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials etc., shall be returned to the consultant, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the consultant would have been paid had he completed the works or part of the works, such benefit shall not accrue to the consultant.

36. Settlement of Disputes and Arbitration

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the consultant a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators”:-

- a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers
- d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e. Fellow of Indian Institute of Consultants

The consultant shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the consultant fails to communicate such selection as provided above within the period specified, the Employers should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the consultant the panel of three names as aforesaid within the period specified, the consultant shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the consultant accordingly, the consultant shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the consultant shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties.

Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

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

37. Force Majeure

37.1 Neither consultant nor NABARD shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

37.2 As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

37.3 From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

37.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

38. Peaceful handing over of the premises

It shall be the responsibility of the consultant to see that the premises under furnishing is not occupied by anybody unauthorized during execution of work and is handed over to the Employer with vacant possession of complete furnishing.

39. Consultant liable for damages, defects during defects liability period

If the consultant or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months of issue of virtual completion certificate issued by the Bank's Representative on behalf of the Employer as aforesaid arising out of defect or improper materials or workmanship, the consultant shall, upon receipt of a notice in writing on that behalf through the Bank's Representative, make the same good at his own expense or in default, the Employer cause the same to be made good by other

workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the consultant, or from his security deposit. The 50% of the security deposit of the consultant shall not be refunded before the expiry of twelve months after the issue of the virtual completion certificate.

40. Insurance

The Consultant, is required to keep the works duly insured in the joint names of NABARD and the Consultant (NABARD's name being first) until the completion of defect liability period of the works. From commencement to completion of the works, the Consultant shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightning, explosion, earthquake, storm, hurricane, short circuits, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. Explanation: For the purpose of this condition, the expression "from the commencement to completion of defect liability period of the works" shall mean the time commencing from the issue of the work order to the consultant and ending with successful completion of work. The following insurance policies are required to be taken by the consultant;

40.1. Contactor all risk policy : Without limiting the obligations and responsibilities under this condition, the Consultant shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause (a) above. In the event of there being a variation in the nature and extent of the work, the Consultant shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by the Consultant. The said insurance shall also provide for the removal of debris of the lost or damaged works.

40.2. Workmen Compensation Policy : The Consultant shall at all times indemnify the Employer against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, Employer State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or around the work whether in the Employment of the Employer, or Consultant or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

40.3. Third party liability policy for a total of Rs. 5 lakhs.

40.4. Before commencing the work, the Consultant shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Consultant / Subconsultant / Nominated Sub-Consultant. For this purpose, insurance shall be taken by the Consultant/Sub-Consultant. Such insurance shall be taken to include both employees/workmen covered

by the Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workmen's Compensation Act 1923, and employees/workmen not covered by the said Act. All the premiums shall be paid by the Consultant.

40.5. The Consultant shall ensure that similar insurance policies are taken out by his sub-consultants or nominated consultants, if any, and shall be responsible for any claim or loss resulting from their failure to obtain adequate insurance protection in connection thereof. While taking the insurance policies, consultant should indicate clearly to the insurance companies that policies issued shall cover their sub-consultants and nominated subconsultants also.

40.6. No work shall be commenced by the Consultant unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Consultant unless and until each insurance is current and valid at that time.

40.7. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Consultant shall reinstate the installation, replace the materials or equipments or pay compensating to the affected personnel/Employees without waiting for settlement of the claim from insurance company.

41. Accidents

The consultant shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer. The consultant shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

42. The rates quoted in the tender should include all charges for:

- a) Labour, maintenance, fixing, carrying, deep cleaning, making good, hauling, watering etc.
- b) Plant, double scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protecting from weather shuttering, temporary supports, platform and the maintenance of the same.
- c) Covering for the walling and other works during inclement weather or strikes or wherever directed as necessary.
- d) All temporary canvas, lights, tarpaulin, barricades, water shouts, etc.
- e) All stairs and steps, thresholds and any other requisite protection of the works according to rules and regulations.
- f) All such temporary weather proof sheds at such places and in a manner approved by the consultant for the storage and protection of materials against the effects of sun and rain.
- g) All such temporary fences, guards, approaches and roads as may be necessary for execution of the Contract works and for safeguarding the public.
- h) Electrical power for erection, commissioning & testing shall be provide at one point & all ancillary work shall be in consultant scope.
- i) The rates quoted by the tenderer in the schedule of probable items will be deemed to be for the finished work.

43. Work and Services to be provided by the Employer

The Employer will provide electric power and water at one point in the building for proper execution of the work. The Consultant will however have to pay for the electric power and water consumed by him at the rates chargeable by the local authorities.

The consultant shall provide all necessary foundations, wall cuttings, anchor bolts, nuts, washers, vibration isolators etc., required to be grouted in the foundations.

The Employer depending on the availability will provide one lockable storage space. However, the security of the materials and equipment brought to site by the consultant shall be the responsibility of the consultant till the plant is taken over by the Employer as stipulated elsewhere in these conditions of contract. Also accommodation required for the contract labour shall be arranged by the consultant himself.

44. Price Escalation

The accepted price of the successful tenderer shall be firm and free from any variation till the completion of the project in all respects and handing over of the plant to the Employer

45. TDS/Income Tax

Applicable TDS/income tax of value of work shall be deducted from all interim and final bills and remitted to the Central Government towards provisional income tax of the Consultant work which cannot be derived from the contract item rates and are not covered in the contract shall be calculated on the basis of actual cost plus 15% for supervision, overheads and profit.

46. ESIS and Provident Fund

The Consultant shall bear all the financial liability for Employees State Insurance Scheme payment and Provident Fund for his workers, staff etc. The Consultant shall extend all assistance to the Employer to deal with relevant Local Authorities in these matters at no extra cost.

47. SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(ii) Suitable face masks be supplied for use by the workers when paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
11. Overalls shall be supplied by the Consultant to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and Tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

48. Termination of the contract by the Employer

If the consultant being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the consultant in insolvency, shall repudiate the contract, or if a receiver of the consultant's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the consultant shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the consultant, or shall assign, charge or encumber this contract or any payments due or which may become due to consultant, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the consultant within three clear days after the notice shall have been given to the consultant in manner hereinafter mentioned requiring the consultant to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear das notice requiring the consultant so to do shall have been given to the consultant as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the consultant the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the consultant (without thereby creating any trust in favour of the consultant) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other consultants or other persons or person to complete the works, and the consultant shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other consultants or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the consultant to remove his surplus materials and plants and should the consultant to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the consultant for the amount so realized. Any expenses or losses incurred by

the consultant for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the consultant by way of selling his tools and plants or due on account of work carried out by the consultant prior to engaging other consultants or against the Security Deposit.

Signature of the Tenderer _____

Address _____





6. SPECIAL CONDITIONS AND STANDARD SPECIFICATION

1.0 GENERAL.

1.1 The rates quoted by the Consultant/s shall be all inclusive through rates. The consultant within the rates quoted prepare working plan for NDT and get the same approved from Bank's Representative before execution. This will determine the final scope of work at the site. No leads/lifts, loading/unloading, handling, re- handling, stacking at site, toll tax, octroi, sales tax, VAT and royalty or any other charges levied or leviable by the State Government or Local Bodies shall be paid by NABARD. The rates quoted shall be inclusive of all scaffolding, hoists, hoisting equipment's, tools, equipment's, testing equipment's etc., required for the smooth execution and completion of the work.

1.2 The consultant will remove all surplus and released material from the site of work after NDT to avoid any hindrance/inconvenience to other agencies working in the adjoining area. The consultant will also, at the direction of the site in charge, re-handle his material in use or likely to be used in future to relocate the same to avoid any inconvenience to other agencies working in the adjoining area.

In case of default, NABARD may get the work done at the cost of the consultant by giving him 48 hours" notice in normal case or without any notice in case of an emergency, which is causing complaints from flat/apartment occupant, and recover such costs from any payment due to the Consultants.

1.3 In case of any dispute regarding interpretation of any of the Special Condition of Contract, decision of the Chief General Manager, NABARD will be final and binding on the consultant/s.

2.0 Situations where NDT is an option to consider for investigation of *in-situ* concrete:

- to investigate the homogeneity of concrete mixing lack of grout in post tensioning ducts
- to determine the density and strength of concrete in a structure
- to determine the location of reinforcing bars and the cover over the bars to determine the number and size/diameter of reinforcing bars

- to determine the extent of defects such as corrosion
- to determine the location of in-built wiring, piping, ducting, etc.
- to determine whether internal defects such as voids, cracks, delamination, honeycombing, lack of bonding with reinforcing bars, etc. exist in concrete
- to determine if there is a bond between epoxy bonded steel plates and concrete members.

Permeability of Concrete is important when dealing with durability of Concrete (Concrete durability depends largely on the ease or difficulty) with which fluids (water, carbon dioxide, oxygen) in the form of liquid or gas can migrate through the hardened concrete mass), particularly in those used for water retaining structures or watertight sub-structures. Structures exposed to harsh environmental conditions also require low porosity as well as permeability. Such adverse elements can result in degradation of reinforced concrete. Permeability test measures the ease with which liquids, ions and gasses movement can occur by **flow, diffusion, and absorption**. Generally the overall potential for moisture and ion ingress in concrete by these three modes is referred to as its **permeability**.

Rebound Hammer Test: Rebound Hammer test is conducted to assess the relative strength and elasticity of concrete on site based on the hardness at or near its exposed surface. Depending on the age of the concrete structure and carbonation effect some specialized investigation is suggested before conducting the test. It consists essentially of a metal plunger, one end of which is held against the concrete surface while the free end is struck by a spring-loaded mass, which rebounds to a point on a graduated scale. The point is indicated by an index rider. The amount of rebound increases with increase in concrete strength for a particular concrete mix. It measures the surface hardness of concrete and provides an estimation of surface compressive strength, uniformity and quality of concrete. User expertise is low and can be readily operated by field personnel. It gives accurate assessment of the strength of the surface layer of material. The entire structure can be tested in its 'as-built' condition. It can be very costly and time consuming as instrumentation is required to measure response. It requires careful planning and can damage structure. The member must be isolated from the rest of the structure prior to the test.

Ultrasonic Pulse Velocity (UPV) Test: Ultrasonic Pulse Velocity Test is conducted as per IS 13111 – 1992 to assess the quality of concrete, which is suspected to have low compaction, voids (porosity), and delamination or damaged material in concrete under test. Ultrasonic Pulse Velocity Test can also be used for the following applications:

- Estimation of Strength of Concrete
- Establishing Homogeneity of Concrete

- Studies on Durability of Concrete
- Analysis of Surface Crack Depth
- Determination of Dynamic Modulus of Elasticity

Voltage pulses are generated and transformed into wave bursts of mechanical energy by the transmitting transducer (which must be coupled to the specimen surface through a suitable medium). A receiving transducer is coupled to the specimen at a known distance to measure the interval between the transmission and reception of a pulse. There are three practical arrangements for measuring pulse velocity, namely direct, diagonal and surface techniques. The direct approach provides the greatest sensitivity and is therefore superior to the other arrangements. Determination of the variability and quality of concrete by measuring pulse velocity. Using transmission method, the extent of such defects such as voids, honeycombing, cracks and segregation may be determined. This technique is also useful when examining fire damaged concrete. Low level is required to make measurements. However, expertise is needed to interpret the results. Excellent for determining the quality and uniformity of concrete. It can rapidly survey large areas and thick members. Path lengths of 10m to 15m can be inspected with suitable equipment. Proper surface preparation is required. The work is very time consuming as it takes only point measurements. Skill is required in the analysis of results as moisture variations and presence of metal reinforcement can affect results. The interpretation of ultrasonic test results based on published graphs and tables can be misleading. It is therefore necessary that correlation with the concrete to be inspected is carried out. It works on single homogenous material.

Electrochemical Half-cell Potentiometer Test: Electrochemical Half-cell Potentiometer test provides a relatively quick method of assessing reinforcement corrosion over a wide area without the need of wholesale removal of the concrete cover. The method of half-cell potential measurements normally involves measuring the potential of an embedded reinforcing bar relative to a reference half-cell placed on the concrete surface. The half-cell is usually a copper/copper sulphate or silver/silver chloride cell but other combinations are used. The concrete functions as an electrolyte and the risk of corrosion of the reinforcement in the immediate region of the test location may be related empirically to the measured potential difference. In some circumstances, useful measurements can be obtained between two half-cells on the concrete surface. ASTM C876 - 91 gives a Standard Test Method for Half-Cell Potentials of Uncoated Reinforcing Steel in Concrete. Quantitative measurements are made so that a structure can be monitored over a period of time and deterioration can be noted. Areas of usage include marine structures, bridge decks, and abutments and so on. Used in conjunction with other tests, it has been found helpful when investigating concrete contaminated by salts.

Carbonation Test: The method of testing consists of determining the depth of the carbonated layer on the surface of hardened concrete by means of an indicator. Carbonation of concrete occurs when the carbon dioxide, in the atmosphere in the presence of moisture, reacts with hydrated cement minerals to produce carbonates, e.g. calcium carbonate. The carbonation process is also called depassivation. Carbonation penetrates below the exposed surface of concrete extremely slowly. The significance of carbonation is that the usual protection of the reinforcing steel generally present in the concrete due to the alkaline conditions caused by the hydrated cement paste is neutralized by carbonation. Thus, if the entire concrete covering the reinforcing steel is carbonated, corrosion of the steel would occur if moisture and oxygen could reach the steel. The time required for carbonation can be estimated knowing the concrete grade and using the equation.

Concrete Core Extraction and Testing: In most structural investigations or diagnoses extraction of core samples is unavoidable and often essential. Cores are usually extracted by drilling using a diamond tipped core cutter cooled with water. Broken samples, for example, due to popping, spalling and delamination, are also commonly retrieved for further analysis as these samples may provide additional evidence as to the cause of distress. The selection of the locations for extraction of core samples is made after non-destructive testing which can give guidance on the most suitable sampling areas.

For instance, a cover meter can be used to ensure there are no reinforcing bars where the core is to be taken; or the ultrasonic pulse velocity test can be used to establish the areas of maximum and minimum pulse velocity that could indicate the highest and lowest compressive strength areas in the structure.

Moreover, using non-destructive tests, the number of cores that need to be taken can be reduced or minimized. This is often an advantage since coring is frequently viewed as being destructive. Also the cost of extracting cores is quite high and the damage to the concrete is severe.

The extracted cores can be subjected to a series of tests and serve multiple functions such as:

- confirming the findings of the non-destructive test
- identifying the presence of deleterious matter in the concrete ascertaining the strength of the concrete for design purposes predicting the potential durability of the concrete
- confirming the mix composition of the concrete for dispute resolution
- Determining specific properties of the concrete not attainable by non-destructive methods such as intrinsic permeability.

This test is used to determine the compressive strength of a concrete core, which has usually been extracted from an existing structure. The value of compressive strength can then be used in conjunction with other measured properties to assess the condition of the concrete.

Using a masonry saw, the core is first trimmed to the correct test length, which varies upon the standard being adopted. Following trimming, the core will have its ends either ground perfectly flat, or be capped in a material to produce a smooth bearing surface. After the prescribed curing has taken place, the specimen is then crushed to failure noting the maximum load achieved. From the values of load and dimensions, the compressive strength of the core can be calculated.



7. ARTICLE OF AGREEMENT

Articles of agreement made this _____ day of _____ 2018 between the _____ hereinafter called the EMPLOYER, which expression shall include its successors and assigns and persons for the time being of the management of the Employer of the one part and _____ hereinafter called the consultant which expression shall include his / their respective Heirs, successors, executors, administrators and assigns of the other part.

Whereas the Employer is desirous of getting _____ and has caused specifications describing the work to be done.

And whereas the tendered rates are submitted by the consultant were accepted by the Employer, on terms and conditions hereinafter agreed at:

And whereas the said specifications and the schedule of quantities have been signed by or on behalf of the parties hereto.

And whereas the Consultant has agreed to execute, upon and subject to the conditions set forth herein and to the conditions set forth in the invitation to tender, General Instructions and Conditions of the tender, and schedule of quantities and Conditions of Contract (all contained in bid document of which are collectively hereinafter referred to as the said conditions), the works described in the said schedule of quantities at the respective rates herein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as „the said contract amount“).

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO FOLLOWS:

In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said conditions, execute and complete the work shown upon the drawings and described in the said specifications and the schedule of quantities.

The Employer shall pay the Consultant the said Contract amount or such other sum shall become payable at the times and in the manner hereinafter specified in the said conditions.

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves

to the said conditions and perform the agreements on their part respectively in the said conditions contained.

The agreement and documents mentioned herein shall form the basis of this and the decision of the employer as mentioned in the said conditions, in reference to all matters of dispute be final and binding on parties.

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire buildings to be paid for according to schedule of rates and probable quantities or as provided in the said conditions. In all matters of co-ordination the Employer's decision shall be final and binding on all parties.

The employer reserves to itself the right of altering nature of the work, adding to or omitting any item of work from the contract or having portion of the same carried out through other agencies without prejudice to this contract.

Time shall be considered as the essence of this agreement and the consultant hereby agrees to commence the work soon after the site is handed over to him or from the fourteenth day of the date of issue of formal work order as provided for in the said conditions and to complete the entire work within 30 days, nevertheless to the provisions for extension of time.

All payments by the employer under this contract shall be made only at Pune . Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Pune and only courts in Pune shall have jurisdiction to entertain and determine the same.

The several parts of this contract have been read by us and fully understood by us.

In witness where of the parties hereto have set their respective hands the day and the year in above written _____

Signed by the said consultant.

Signed by the Employer

In the presence of:

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:



8. Information to be furnished by the Consultant

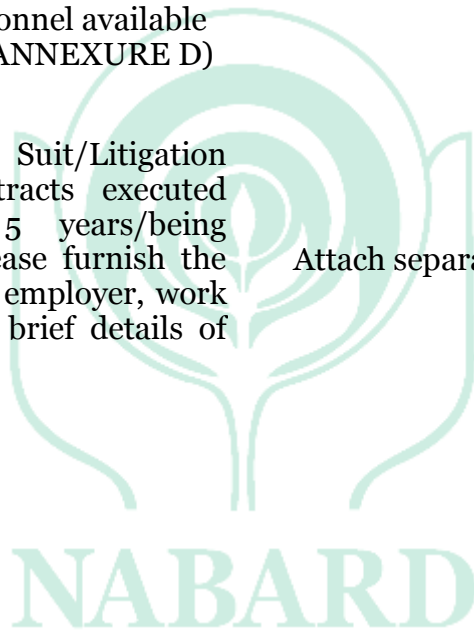
| Sl. No. | Item | Information to be filled in by applicant | |
|----------------|---|--|-------------------------------|
| 1. | Name of the Consultancy firm and type of organization (whether sole proprietorship, Partnership, Pvt. Ltd, Limited or cooperative body etc. | | |
| 2. | Details of Registration (ANNEXURE A) and full address | | |
| 3. | Telephone Number: Office / Residence Mobile Number : Fax No. E-Mail address | | |
| 4. | Month and year in which the firm / company was formed / incorporated in present name | | |
| 5. | i. Number of years in the Business of Structural Audit, NDT and consultancy works (Enclose Registration certificate/Proof) – Annexure A. ii. What is the constitution of firm viz. Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc. | | |
| 6. | Enclose copy of partnership deed, Articles of Association or Affidavit(in case of sole proprietorship) | | |
| 7. | i. Annual Turn Over for last Three Years as per ANNEXURE– C (enclose ITCC & Audited Balance Sheets to support figures) ii. What evidence or proof is enclosed to support the amounts of yearly turnover iii. Enclose for the last three years income tax clearance certificate (ITCC) | Financial Year 2014-2015 2015-2016 2016-2017 Certificate enclosed for Assessment years | Annual Turn-over (In Rs lakh) |

8. Fill up the enclosed ANNEXURE B giving full particulars about similar works completed (i.e. work-orders in the field of Consultancy for Structural Audit of various Buildings including conducting NDT, preparation of BOQ with estimates, drawings/specifications based on NDT for Organizations / PSUs / Institutes / Banks).

9. List of Tools and Plants available with the firm Attach separate sheet.

10. List of technical personnel available in the organization (ANNEXURE D)

11. Whether any Civil Suit/Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, work order and date and brief details of litigation. Attach separate sheet, if required.



9. Details of the Bank Account

| | |
|--|--|
| Name of the Firm/ Agency/Consultant | |
| Category (Individual/partnership/pro prietor/company etc.) | |
| Name of the Account Holder | |
| Registered Address of the Firm | |
| Name of the Bank's branch and Address | |
| Bank's Code and Branch's Code | |
| IFSC Code of the Bank's Branch | |
| Type of Account(Current/Saving/Cas h credit) | |
| Account Number | |
| PAN Number | |
| Service Tax Registration Number | |
| TAN Number | |
| Other details if any | |

Please enclose:

- i. a copy of cancelled cheque of the bank account,**
- ii. a copy of PAN card.**

Place:

Date:

(Signature and Full Name of the authorized person with
seal on behalf of Firm/Agency/Consultant)

10. DECLARATION

I/We agree to notify the Officer of National Bank for Agriculture and Rural Development, accepting this application, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

I / We understand and agree that the competent authority of National Bank for Agriculture and Rural Development has the right as he may decide, not to issue PQ/Technical bid form in any particular case and also to suspend, remove or blacklist my / our name from National Bank for Agriculture and Rural Development's list of Consultants in the event of my / our submitting non-bonafide PQ/Technical bids, or for technical or other delinquency in regard to which the decision of competent authority of National Bank for Agriculture and Rural Development shall be final and conclusive.

I / We certify that the particulars furnished in the enrollment forms are correct and that should it be found that I/We have given a false certificate or that if I / We fail to notify the fact of my / our subsequent amalgamation with another Consultant or firm, the National Bank for Agriculture and Rural Development may remove my / our name from the list of Consultants and any contract that I/We may be holding at the time may be rescinded.

PLACE:

DATE:

SIGNATURE & SEAL OF APPLICANT

NABARD

11. ANNEXURE A

PARTICULARS OF REGISTRATION AS CONSULTANT FOR STRUCTURAL AUDIT OF BUILDING, NDT AND ALLIED WORKS

| Sr. No. | Name and address of authority(ies) with whom the firm is registered | REGISTRATION DETAILS | |
|---------|---|----------------------|----------------------------|
| | | Year | Is copy of letter enclosed |
| | | | |
| | | | |
| | | | |
| | | | |

****Copy of License issued by competent authority of govt. should be enclosed.***



SIGNATURE & SEAL OF CONSULTANT

12. ANNEXURE B

LIST OF ALL STRUCTURAL AUDIT WORKS, NDT AND ALLIED WORKS COMPLETED DURING LAST FIVE YEARS

| Sr. No. | Details of work contract with name of client | Value of work as per final bill(Rs.) | Date of commencement | Date of Completion | Penalty if any for delay etc | Completion certificate from client or their consultant |
|---------|--|--------------------------------------|----------------------|--------------------|------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

NOTE: To enable us to process your application, please ensure that complete present Postal Address including Pin Code and latest Telephone Numbers / Fax Numbers / E-mail Address etc. are furnished under Column Nos. 2 above and “Completion Certificate” from client / owner for each work listed above has been enclosed, bearing above details.

NABARD

SIGNATURE & SEAL OF CONSULTANT

13. ANNEXURE C

ANNUAL TURNOVER FOR THE LAST THREE YEARS

| Sl. No. | Financial Year | Total contract amount received in Rs. | IT Certificate enclosed Yes/No | Audited Balance sheet copy enclosed Yes / No | Remarks |
|---------|----------------|---------------------------------------|--------------------------------|--|---------|
| 1. | 2014-2015 | | | | |
| 2. | 2015-2016 | | | | |
| 3. | 2016-2017 | | | | |
| | | | | | |



SIGNATURE & SEAL OF APPLICANT

14. ANNEXURE D

List of technical personnel, giving the technical qualification, experience, including that in the present organisation.

| Sr. No. | Name | Qualification | Consultancy experience (year) | Nature of the work/ project handled costing more than Rs.400.00 lakhs | Name of the organisation employed including present organisation | Date of employed | Special experience | Remarks if any |
|---------|------|---------------|-------------------------------|---|--|------------------|--------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |
| | | | | | | | | |

