

राष्ट्रीय कृषि और ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE AND RURAL
DEVELOPMENT



बिहार क्षेत्रीय कार्यालय / Bihar Regional Office
4th Floor, Block 'B', Maurya Lok Complex, Dak
Bungalow Road, Patna, Bihar – 800001

एक्जीक्यूटिव VOF (Visiting Officers Flat), एक्ज़िबिशन रोड,
पटना, बिहार का नवीनीकरण कार्य

**Tender For Renovation Works of Executive VOF at Exhibition
Road, Patna, Bihar**

NAME OF TENDERER: _____

ADDRESS: _____

THE CHIEF GENERAL MANAGER
NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT
BIHAR REGIONAL OFFICE
4th FLOOR, BLOCK B, MAURYA LOK
COMPLEX, DAK BUNGLOW ROAD,
PATNA, BIHAR – 800001

SCHEDULE OF TENDER:

i. Date of issue of tender document:	05 September 2019
ii. Last date of Submission of Tender	15:00 hrs on 20 September 2019
iii. Pre-tender meeting on.	17.09.2019 at 11:00 AM
iv. Opening of tender (Part-I & II) :	15:30 hrs on 20 September 2019

This Tender consists of 1 to 31 pages.

NOTICE INVITING TENDER

1. NABARD invites sealed tenders in single bid format for Renovation Works of Executive VOF (Visiting Officers Flat) at Exhibition Road, Patna from the eligible Empaneled contractors for above works.

The blank tender forms can be obtained from NABARD, Bihar Regional Office 4th Floor, Block 'B', Maurya Lok Complex, Dak Bunglow Road, Patna-1 between 9:30 AM to 05.00 PM from 05/09/2019 to 20/03/2019 on payment of Rs. 500/- (Rs. Five hundred only) by pay order/ Demand Draft/e-payment, non-refundable, payable at Patna, in favour of NABARD or can be down loaded from Bank's web site <http://www.nabard.org> and the said payment can be made along with tender submission.

The tenderer should study all the tender documents, specifications, drawings carefully and understand the same before quoting the rates. In case of any doubts he/ they should get it clarified from AGM, NABARD, Bihar Regional Office 4th Floor, Block 'B', Maurya Lok Complex, Dak Bunglow Road, Patna-800001.

2. The tenderer should visit the site and get acquainted with the site conditions before quoting.

3. The tenderer should quote his rates for all the items in the tender schedule. The incomplete tender can be summarily rejected at the discretion of the Bank's Management. If there is any discrepancy in rate and amount the unit rate shall be treated as correct.

4. The tenderer is requested to sign and put his seal on each page of the tender document in token of acceptance of the conditions.

5. The rates quoted shall be valid for a period of 90 days for acceptance from the last day of submission of tender. No upward revision in the rates will be accepted after opening of the tenders.

6. The time for completion of the work is **20 DAYS** from the 1st day of issue of work order or handing over of site whichever is earlier.

7. The sealed tenders should be addressed & submitted to **The Chief General Manager**, NABARD, Bihar Regional Office 4th Floor, Block 'B', Maurya Lok Complex, Dak Bunglow Road, Patna-800001 super scribed with 'Tender for Renovation Works of Executive VOF at Exhibition Road, Patna' and should reach them not later than 15.00 hrs on 20.09.2019. Tenders submitted late will not be accepted. Tenders shall be submitted in single bid format.

8. Pre-bid meeting will be held on 17.09.2019 at 11:00 AM to seek out any queries arising after going through Tender document thoroughly.

1)The tenderer shall deposit Earnest Money Deposit (EMD) amounting to **Rs 10,000/- (Rupees Ten Thousand only) and tender fees of Rs.500/- (Rupees Five Hundred only) by directly crediting the amount in our Current Account as per the details given below**, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of

unsuccessful bidders would be refunded after the award of work to the successful bidders. We request you to give us a copy of the acknowledgement crediting our Current Account along with tender document failing which the tender will not be considered for acceptance.

2)The details of Current Account of NABARD are furnished below:

Payee Name : NABARD
Current Account No : 910020017714138
Name of the Bank : AXIS Bank
Address : S P Verma Road, Patna
IFSC Code : UTIB0000142

9. The tenders will be opened at 15:30 hrs on 20.09.2019.

10. The Bank reserves the right to accept any tender or reject all tenders either in whole or in part without assigning any reason thereof. The Bank also reserves the right to split the various items amongst various Tenderers and any claim or correspondence of the Tenderer in this regard shall not be entertained.

(Shankar Sahu)
AGM, NABARD,
Bihar, RO, Patna

ELIGIBILITY CRITERIA/ DOCUMENTS REQUIRED

The eligibility criteria/ documents required are as follows:

1. Work order and completion certificate of one work of Rs. 4 lacs or 2 works of 2.5 lacs or 3 works of 1.5 lacs each in last three years preferably for NABARD/ other PSUs or PSBs with cutoff date as 31.03.2019 for works executed in Patna.
2. Tenderer should have GST registration No.
3. Valid PAN No.
4. Turnover of last 03 years i.e. upto March 2019 (Minimum financial turnover of Rs. 1.5 lacs for the past three financial years each) certified by Chartered Accountants.
5. Contractor/ firm should be empaneled with NABARD for category above 5.0 lacs and must have their well-established office/ branch office in Patna.
6. Tenderer should have sufficient workforce/ machinery/ equipments for carrying out the works.

Special Note:- The firms not having valid GST number as on last date of submission of application will not be considered.

Signature with Seal of the contractor

Place:

Name:

Date:

LETTER FOR SUBMITTING TENDER

The Chief General Manager,

NABARD, Bihar Regional Office

4th Floor, Block 'B', Maurya Lok Complex,

Dak Bunglow Road, Patna-800001

Dear Sir,

This is in reference to the tender invited by you for the work. I/ We hereby offer to execute the work under contract at the respective rates mentioned in the schedule of quantities.

I/ We have seen the site, understood the general conditions of contract, special conditions, additional conditions.

I/ We agree to execute the work as per specifications, general conditions of contract, special conditions, and additional conditions.

I/ We deposit earnest money **Rs. 10,000.00** by demand draft/ pay order/e-payment in favour of NABARD payable at Patna which shall not carry any interest. I/ We do hereby agree that the sum shall be forfeited by the bank in the event our tender is accepted & I/ We fail to execute the contract as per tender terms and conditions.

I/ We understand that you are not bound to accept the lowest or any other tender that you receive.

Yours faithfully,

(Contractor)

Signature of Partner/ Proprietor of the firm

In the presence of our witness Name:

Address:

Place:

ARTICLES OF AGREEMENT

This Agreement made on the __ day of the month _____ in the year ____ BETWEEN the National Bank for Agriculture and Rural Development, established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Mumbai and its Bihar Regional Office at 4th Floor, Block B, Maurya Lok Complex, Patna – 800001 (hereinafter referred to as the National Bank for Agriculture and Rural Development and or its successors and assignees) on the ONE PART; And

M/s_____, a proprietary/partnership/limited company concern having its office at _____ duly represented by its duly constituted and authorized representative, Shri/Smt _____ (hereinafter called the authorized representative of the Contractor) on the other part.

Whereas NABARD is desirous to carry out “**Renovation Works of Executive VOF at Exhibition Road, Patna**” and the same have been accepted by M/s _____ on the terms and conditions as set out therein and inter-alia others as mentioned below:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - i) Tender Document
 - ii) Letter of Award
 - iii) Any other document specifically indicated to be included in the contract agreement and mutually agreed upon by both the parties.

In witness whereof parties hereto have hereunto set their respective hands and seals on the _____ day, __ month and _____ year first above written.

Signed, sealed and delivered by the said Contractor M/s _____ to the Employer, NABARD in the presence of:

Signature of Contractor (with seal)
the Employer/Accepting Authority

Asstt. General Manager
Signature of Authorised representative of

Witness (Signature, Name and Address)
1.
2.

Witness (Signature, Name and Address)
1.
2.....

Section-I - Basic Information

Sr · N o.	Particulars	Bidder's response
1	Name of the Tenderer/agency/ contractor and address of the registered office, telephone no., mobile no., fax no., email-id, website address.	
2	Year of Establishment	
3	Type of the agency/ contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3 4 5
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	a b c d
6	Whether registered/ empanelled for similar service with a Government/ Semi- govt/Municipal Authorities or any other public organisation b If yes, name of the authority c and since when?	(Yes/ no)

7	<p>Work Experience</p> <p>a Details of work experience in security services</p> <p>b documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department / Other Public Sector Undertakings / private banks / Private sector / housing societies at any other centre should also be given.</p>	
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8	a) Areas of business activities, other than security services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile No.s), Fax No. etc of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ending 31.03.2019)	<u>Annual turnover</u> Rs. _____ Rs. _____ Rs. _____ Rs. _____ Rs. _____
13	Will the applicant be able to provide Bank Guarantee or other equivalent form of security from a scheduled nationalized bank? (Yes/No)	
14	Number of supplementary sheets attached	

15	<p>a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No)</p> <p>b) If yes, please give following information (suit-wise/ project-wise):</p> <p>i. Name of the Project & Organization</p> <p>ii. Nature of work</p> <p>iii. Work Order No. and Date</p> <p>iv. Present stage of work</p> <p>v. Value of contract</p> <p>vi. Brief details of litigation</p>	
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16	a Permanent Account Number (PAN) b TIN c Goods and Service Tax Registration No. d EPFO Registration No. e ESIC Registration No. f Regional Labour Commissioner Registration (Copy of above documents to be enclosed)	
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Notes: Please attach self-certified copies of the following documents:

- a) Latest Income Tax Clearance Certificate
- b) IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years from FY 2018-19.

Signature of the Tenderer with seal & date

Section-II - Previous Experience

- a) List of important works executed by the firm during last five years costing Rs. 22.50 Lakh and above with experience in executing works of similar work i.e. security service in organisations/ institutes/ training establishments etc.

S · N O ·	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or Private body	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information

List of important ON HAND works

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

1. Sealed tenders are invited by NABARD for the work of “Renovation Works of Executive VOF at Exhibition Road, Patna”.

1.1 Site and its location

The proposed work is to be carried out at 8th Floor, NABARD Sadan, Patna.

2.0 Tender documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting the requisite documents in the most workman like manner.

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- a) Price Bid
- b) Specifications
- c) Drawings
- d) Special conditions of Contract
- e) General conditions of contract
- f) Instructions to Tenderers

2.3 The tender documents are not transferable.

3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money Deposit

4.1 The tenderers are requested to submit the Earnest Money of Rs. 10,000/- in the form of Demand Draft or Banker's Cheque in favour of NABARD payable at Patna drawn on any Bank.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderers will be refunded after the award of Contract. EMD of successful tenderer will be retained as a part of total security deposit.

5.0 Mobilisation Advance:

5.1 No mobilisation advance shall be paid. Further, no amount shall be released against supply/ storage of material on site of NABARD without its execution/ installation and testing of the equipment. We will not accept any running account bill during the execution of work.

5.2 Bills of all the items to be utilised in the project must be available in original and in duplicate for submitting to the bank for checking/ verification and record purpose.

6.0 Total Security Deposit

6.1 Total security deposit shall be 5 % of contract value which includes the EMD. The total security deposit would be refunded back to the contractor after the defects liability period as specified in the contract.

6.2 No interest shall be paid on the amount retained by the Bank as Security Deposit.

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 10 days from the receipt of work order by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer.

8.0 Completion Period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of 20 days from the date of handing over of site or from the date of receipt of letter of acceptance whichever is earlier.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of three months from the date of opening of price bid. If the tenderer withdraws his/ her offer during the validity period or makes modifications in his/ her original offer which are not acceptable to the Bank without prejudice to any other right-or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.25% per week subject to a maximum of 5% of total

contract value.

11.0 Rate and prices:

11.0.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item then for arriving at the total quoted sum by the tenderer, the highest quoted rate for the particular item amongst all tenderers shall be considered. In such case, if the tenderer still becomes lowest then he shall be awarded the work and shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected. In case, only amount is quoted then unit rate shall be derived by dividing the quoted amount by quantity.

11.0.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.0.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

11.0.4 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

11.0.5 Each page of the BOQ shall be signed by the authorised person and cutting or overwriting shall be duly attested by him.

11.0.6 Each page shall be totalled and the grand total shall be given.

11.0.7 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, Royalties etc. as applicable. GST shall be payable extra. Taxes like TDS etc. shall be deducted from the bills of the contractor as per prevailing rates. In case of any exemption, the contractor shall submit requisite certificates from the respective department in advance.

11.0.8 GST shall be payable over and above the quoted rates (as applicable from time to time). The contractor must have registration No. with GST and will provide copy of Registration to NABARD before release of any payment by the Bank. The contractor will submit regular Challans/ Invoices fulfilling all conditions of GST Rules amended from time to time. In case of any failure in timely submission of the same, the bank shall have without prejudice to any other rights or remedy available under any of the clauses of contract, full powers to deduct/ recover the sum(s) found fit from any amount due/ payable or any security deposit available at his disposal.

12 GENERAL CONDITIONS OF CONTRACT

Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between NABARD (client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

12.0.2 'NABARD' shall mean Employer: The term employer shall denote NABARD with their Head office at B.K.C, BANDRA (E), Mumbai and Regional Office at "4th& 5th Floor, Block B, Maurya Lok Complex, Dak Bunglow Road, Patna" and any of its employees representative authorized on their behalf.

12.0.3. 'Architects/ Consultants' shall mean

M/s SANYUKT INFRA

South of Madhuban Housing complex,

Malahi Pakri, Kankarbagh, Patna -800020.

Contact: +91-7296069668, E-mail- sanyuktinfra@gmail.com

12.0.4 'The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or those comprising the firm or company and the permitted assignees of such individual or firms or company.

12.0.5 The expression works or 'work' shall mean the permanent or temporary 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 contractor hereunder and work to be done by the contractor under the contract.

12.0.6 'Engineer' shall mean the Engineer appointed by the Bank.

12.0.7 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

12.0.8 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant.

12.0.9 Total Security Deposit

Total Security deposit comprises of Earnest Money Deposit and Retention Money.

13 Scope of work

13.0.1 The contractor shall completely carry out and maintain the said work in every respect in strict accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architect/ consultant. The architect/ consultant at the directions of the Bank from time to time issue further drawings and/ or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/ consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/ or drawings and/ or specifications shall be brought in notice of the architect/ consultant. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and/ or re-execution of any work executed by him. The dismissal from the work of any person employed/ engaged thereupon. Letter of Acceptance Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the NABARD and the contractor.

14 Contract Agreement

On receipt of intimation of the acceptance/ work order of tender from the NABARD, the successful tenderer shall be bound to implement the contract and within 10 days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

15 Ownership of drawings

All drawings, specifications and copies thereof furnished by the NABARD through its architects/ consultants are the properties of the NABARD. They are not to be used on other work.

16 Detailed drawings and instructions

The NABARD through its architects/ consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the NABARD through the architect/ consultant.

17 Copies of agreement

One copy of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

18 Liquidated damages

If the contractor fails to maintain the required progress in terms of Detailed drawings and instructions as stipulated in clause 7.0 of General Conditions of Contract or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the NABARD on account of such breach to pay a liquidated damages at the rate of 0.25% of the contract value per week subject to a maximum of 5% of the contract value as stipulated in Clause no. 10 under Instructions to the tenderers.

19 Samples

i) All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/ test certificate of the same shall be provided to the satisfaction of the Architect/ consultant. Before submitting the sample/ literature the contractor shall satisfy himself that the material/ equipment for which he is submitting the sample/ literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/ consultant the contractor shall proceed with the procurement and installation of the particular material/ equipment. The approved samples shall be signed by the Architect/ Consultant for identification and shall be kept on record at site office until the completion of the work for inspection/ comparison at any time. The Architect/ Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/ equipment etc. shall be to the account of the contractor.

ii) Cost of tests

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

20 Variations

No alteration, omission or variation ordered in writing by the Architect/ consultant shall vitiate the contract. In case the NABARD/ Architect/ Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/ Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/ Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21 Final measurement

The measurement and valuation in respect of the contract shall be completed within one month of the virtual completion of the work.

22 Virtual completion certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the NABARD, the contractor shall ensure that the following works have been completed to satisfaction of the NABARD:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.

- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/ camps and construction and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the NABARD and not incorporated in the permanent works.

- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor, if any by the NABARD and shall clear, level and dress, compact the site as required by the NABARD.

- d) Shall put the NABARD in undisputed custody and possession of the site and all land allotted by the NABARD.

- e) Shall hand over the work in a peaceful manner to the NABARD.

- f) All defects/ imperfections have been attended and rectified as pointed out by the NABARD to the full satisfaction of NABARD.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/ consultant once he is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the NABARD's rights and contractor liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the NABARD against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

23 Insurance of works

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the NABARD and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the NABARD and contractor are covered for the period stipulated in clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring

prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the NABARD which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/ consultant the policy if insurance and the receipts for payment of the current premiums.

24 Damage to persons and property

The contractor shall be responsible for all injury to the work or workmen, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the CAR (Contractors all Risk Policy) for insurance equal to the amount of issued work order for this work, Insurance is compulsory and must be affected from the very initial stage.

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

25 Accident or injury to workman

The NABARD shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the NABARD or their agents, or employees. The contractor shall indemnify and keep indemnified NABARD against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then

and in any such case the NABARD may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the NABARD as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/ Consultant that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Architect/ consultant.

27 Certificate of payment

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/ consultant shall issue the certificate of payment within a period of thirty days. The NABARD shall pay the amount within a period of one month from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

28 ARBITRATION

All disputed 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 contractor 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 Architects

The contractor 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 contractor fails to communicate such selection as provided above within the period specified, the Competent Authority should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall 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 contractor accordingly, the contractor 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 contractor 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 contractor 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.

29 Electricity and Water supply

Electricity and water supply will be provided by NABARD free of cost.

30 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement,

the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute/ disagreement the decision of the Architect/ consultant shall be final and binding on the contractor.

31 Force majeure

Neither contractor nor NABARD shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storm, 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 shall not be regarded as a breach of the provision of this Agreement.

32 Local laws, Acts, Regulations:

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

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Provident fund and miscellaneous provisions Act 1952 and amendment
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

33 Accidents

The contractor 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 architect/ consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

34 SPECIAL CONDITIONS OF CONTRACT

Scope of work

1.0 The scope of work is to carry out the “renovation works at Executive VOF at Exhibition Road, Patna at 8th floor, NABARD Sadan Patna, NABARD”.

2.0 Address of site

The site is located at NABARD Sadan, Exhibition Road, Patna, Bihar.

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect/ consultant before proceeding with the work.

4.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect/ consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

5.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialised agency for the waterproofing, anti-termite treatment, aluminium doors and windows and any other item as specified in the tender. The architect/ consultant may approve any make/ agency within the approved list as given in the tender after inspection of the sample/ mock up.

6.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

7.0 Duties, taxes, levies etc.

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to GST, tax in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the NABARD shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor.

8.0 Acceptance of tender

The NABARD shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the NABARD. However adequate transparency would be maintained by the NABARD.

1. Technical Specification of Work

1.0 General:

All work shall be done strictly according to the items described in the schedule of quantities & rates and as per latest applicable CPWD specifications or latest BIS Codes. In the event of any item not finding a place in C.P.W.D. specification or in BIS codes, the matter will be referred to the Architect for decision. The decision of Architect shall be final regarding the specifications to be adopted. All Standards, codes, Technical Specifications, Codes of Practice referred to shall be of the latest editions including all applicable official amendments and revisions whether such reference has been made or not.

Testing of materials / works shall be carried out as per latest CPWD specification / BIS codes from approved test laboratory. The contractor shall carry out all such tests at his own cost & time. The nos. of samples to be submitted for testing and the frequency of testing shall be as specified in the specifications / standards or codes.

All the works shall be carried out in accordance with drawings, specifications, description of item in schedule of quantities or as per the direction of ARCHITECT to his full satisfaction. If the substitution of any approved / specified material and make, due to its non – availability, with an alternative one, becomes necessary, the agency must get specific approval of the same before placing order for purchase of materials.

Providing and operating necessary measuring and testing devices and materials are included in the Contractor's scope of work. The quoted price shall be inclusive of the cost of all such tests, which are required to ensure achievement of specified quality. No separate payment for testing shall be made.

All finished work must be truly vertical & horizontal or in any other plane as specified. The rates quoted by the agency must include the cost for taking necessary measures to achieve it.

Any scaffolding used shall be of double vertical supports and no portion of scaffolding shall touch the wall surface.

The workmanship is to be the best available and of a high standard. Use must be made of special trades men in all aspects of the work and allowance must be made in the rates for so doing. Contractor shall maintain uniform quality and consistency in workmanship throughout.

Any work not conforming to specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost to the employer.

Rates quoted for the items shall be valid for carrying out the item of work at any and / or all floor heights.

2.0 Flooring:

2.1 VITRIFIED TILE FLOORING

Mirror polished of approved shade and design shall be procured from the approved shop/place. Intermediate joints all over to be applied with the proper jointing compound. End jointing shall be done in approved Grout.

3.1 MATERIAL

Material received at site shall be of approved quality and with marking. Without approval no material shall be ordered. Received material shall be handled with due care to protect against any harmful loading, unloading shifting, storing. Place of stone shall be well ventilated, dry and covered to prevent dampening and moisture contamination.

Plywood

Unless otherwise stated, only BWR / BWP grade plywood boards shall be used. Plywood shall comply with standards and specifications. Face veneers may be either commercial or decorative on both sides or one side commercial and the other decorative. Type of face veneer and grade of plywood boards shall be, as specified.

CROSS GRAIN/ LONG GRAIN FLEXIPLY: - Shall have flexibility and high bending quality. It can be cold formed to curve surface requirements. Made of gurjan species, exclusively with phenolic resin and conditioned to undergo any sort of rigorous climatic changes such as alternate wetting and drying. Shall not require any external heat or water sprays which are the conventional for post forming.

3.1.4 MDF Boards

MDF of exterior grade with no VOC content shall be used. All MDF board where specified shall be Phenol Formaldehyde bonded and generally conform to IS code and shall bear IS marking.

3.1.5 Pre-laminated Boards

Pre-laminated boards / high / medium density Fiber boards shall be shall be Phenol Formaldehyde bonded and conforming to IS and shall be with exterior quality adhesive only. Thickness shall be as specified.

3.1.6 Decorative Timber Veneer Ply

4.0 mm thick straight grained matching approved veneers shall be used. The veneer shall be resin bonded & suitable for the intended use the decorative veneer should have attractive appearance due to figure, color, grain, luster etc. The decorative veneer surface shall be selected for figure, texture, color and grain characteristics. All the veneer shall be from one lot and shall be group matched so as to be similar in grain and characters. Architect's prior approval of the lots is to be obtained before the same is procured. The grains/flowers shall be strictly placed either horizontally or vertically or diagonally and matched as per instructions of the Owner. The decorative veneered surface shall be free from torn grain, dead knots, discoloration and sapwood. Where group match veneers are specified it shall refer to a certain number of decorative

matched plywood panels, matching in figure, color and grain as required to form a group to give an overall general effect, the quantity of each group unless mentioned in the schedule shall be restricted to at least one enclosed cabin space, as the case may be. The decorative veneered surfaces with figures shall not be allowed unless specified with schedule. For majority of veneers the contractor shall arrange for selection of finishing material from bulk stocks of the supplier. A joint visit shall be arranged by the contractor along with Ar./Employer for the selection process. This shall have no bearing on the cost to the employer.

Fleece Backed decorative veneer ply shall be min 0.5 mm veneer mounted Polyester Fleece back in lieu of plywood backing.

3.1.7 Laminate Sheets

Laminate shall be of the brand, catalogue surface finish, colour as specified and approved by the Architect. All laminates shall be in finish as per design intent unless mentioned otherwise. Laminates shall comply with standards and specifications.

3.1.8 Gypsum board as manufactured by India Gypsum Ltd. Or Saint Gobain and shall confirm to CBRI certification. Board shall be moisture resistant, light weight, strong, durable dimensionally stable, smooth surface finished such that ready to receive directly painting, wall papering etc.

3.1.9 All fittings and fixtures shall be as specified in Schedule of Items or on Drawing by Architect. Approved makes only shall be used for respective items. Fittings shall be guaranteed by the manufacturer for its performance.

3.1.10 Adhesives and glue shall be as per IS for exterior quality and water repellent.

3.1.11 Fabric shall be of approved make and shade and fixed with approved adhesive as specified by Architect. Wall fabric shall achieve Class 1 surface spread of flame.

3.1.12 Fasteners: All fixing anchor, bolts, screws, nuts, washers or other miscellaneous anchoring / fixing devices shall be of non-magnetic stainless steel and approved by Architect and shall provide adequate strength.

3.1.13 High Pressure Laminate (HPL) / compact laminate Panels

Compact Laminate shall be as per IS 2046 (Indian Standard) and as per fire retardant BS-476/97 standard. The solid compact laminate (Phenolic Core Board) shall be based on thermosetting resin, homogeneously reinforced with cellulose fiber and laminate on both side with suede finish, scratch and impact resistant, to achieve the cubicles dimensions joint-less partitions.

The cubicle system will be equipped with heat and bacteria resistance. The modular cubicle shall possess 100% resistant properties towards: Water, chemical, impact.

4.0 The contractor shall submit for approval the following:

Literature / Catalogue of product to be used.

Test certificates from independent laboratories conforming that product meets standards specified.

Manufacturers certification that product meets / exceeds specification for the project.

Include data for wood preservative treatment and chemical treatment from

manufacturer and certification by treating plant that treated materials comply with requirement.

Literature describing each fabric wall covering product and its suitability for the surface intended shall be submitted. List materials composition of fabric materials including backing.

10.0 Finishing

All completed works shall be delivered fully finished in neat and clean condition without any stains, marks, defects, etc. and shall meet with the approval of the Architect. Unless otherwise stipulated all work shall include priming and protective treatments and finishing as required

During the course of work regularly all debris swash excess material shall be cleared and removed from site. On completion clean all places / spaces thoroughly.

Wood work shall be protected from defacement, marring till final completion and hand it over to the Employer.

Repair and replace all defective work prior to final inspection.

Prior to final inspection by the Architect / Employer the contractor to check to ensure proper operations, finish and surroundings.

The approval of work do not relieve the contractor of his liability to maintain to defects liability period at contractor's cost.

Before fabric wall covering is started in any area, it shall be broom cleaned and excessive dust shall be removed. After wall covering operations begin in a given area, broom cleaning will not be allowed. Cleaning shall then be done only with commercial vacuum cleaning equipment.

The Contractor shall be responsible for protecting all the mirrors & glasses fixed by him till handing over of mirrors & glasses forming part of this contract. The contractor shall replace at his own expense any broken or damaged mirrors

glasses caused through lack of adequate protection or care in installation or handling. All installed materials shall be left in perfect condition to the satisfaction of Architect/ Owner.

Upon completion of work, the contractor shall remove all adhesive from the floors, glass and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature, not caused by others, and leave this part of the work in clean, orderly and acceptable conditions.

All paints / polish shall have VOC within limit as specified in Tender Documents as per Green Building requirements. Paints used in the works shall conform to the respective IS or equivalent, other international standard (if specially specified) and code of practices. These shall be the latest revised.

LIST OF APPROVED MAKES:

Vitrified floor tile: Johnson/Kajaria/Orient/Somany/ Regent

Sr. No.	Material Name.	Brand / Manufacturer.
1.	Plywood – BWR (boiled water Resistant, Termite Resistant & Borer Resistant) – Confirming To IS : 303.	Green ply, Kit ply, Century, Archid ply, Alpro
2.	Laminate – Confirming To IS: 2046-1995	Greenlam / Merino / Royal Touche / alpro / Sunmica / Archid/ Signature/National
3.	Glass	Triveni / Modifloat / Asahifloat / Saint Gobain Make.
4	Flush Door – Confirming To Is : 2202 (Part – 1) – 1991	Green,alpro, century, ,
5	Beech Wood.	As Approved By The Consultant.
6	Veneer. (4mm And Paper Veneer) – Group Matched, Straight Grain.	Sonear / Durian / Century / Archid/ Bhutan tuff. / Prince.
7	Block Board.	Truwud / Archid / Greenply/ Kit ply/ Century/ alpro
8	G.I Support System For False Ceiling.	Saint Gobain gypsum board.
9	G.I Dry Wall Partition System.	BMS
10	Plaster Boards.	Boral
11	Soft Board.	Jolly Board
12	Screws.	GKW ,Nettlefold.
13	Adhesives.	Fevicol Sh / Araldite / Macbond
14	Paint.	Asian / ICI / Berger/Nerolac/
15	Floor Spring.	Dorset, Hardwyn, Ozone, Ebco
16	Door Closures.	Stearling Mech, Hardwyn, Godrej
17	Textured Paint.	Terraco / Spectrum
18	Vinyl Flooring.	Armstrong Or Approved Equivalent.
19	Writing Board.	White Mark Or Approved Equivalent.
20	Ceiling Tiles.	Armstrong
21	HARD WARE FOR STORAGE CUPBOARDS AND DRAWS	
a	Draw and Cupboard handles	Italica Model 9DS 74 304 Grade
b	Cupboard Hinges	Magnum 3"x1/2"x3/4"x2mm thk Jyothi brand 3"x1/2"x3/4"x2mm
c	Locks	Door set,MP330 Hardwyn HMP 510,Godrej 5117
d	Magnets	Bmw/avon Medium 2
22	Draw Channels	Hettich/Ebco telescopic 18" for tables &12 for side tables

SPECIFICATIONS:

All the works specified and provided for in the schedule and drawing or which may be required to be done in order to perform and complete any part there of shall be executed in accordance with the technical specification, workmanship, quality control, as prescribed (though not enclosed in this document) in the specification & codes, with up to date amendments, in the following order:-

CPWD/ DSR

ISI (BIS) Codes

The quantities given in the tender are approximate. However the payment shall be made on the basis of actual measurements taken on site and in conformity with C.P.W.D. Specification and B.I.S Codes. It is clarified that all quantities are subject to change and no claims whatsoever on this behalf shall be entertained.

All materials used in the works shall be of their respective kind and quality specified in the tender document or approved by the NABARD and/ or Architect and shall comply strictly with the requirements of the latest specifications of CPWD and Indian Standard Codes.

The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc.

SAFETY CODE

First aid appliances including adequate supply of sterilised dressing and cotton wool shall be kept in a readily accessible place.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.

No portable single ladder shall be over 8 meters in length. The width between the side 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 ladder.

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.

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 metre.

No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

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.

Those engaged in welding works shall be provided with welder's protective eye shields and gloves

(i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

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

Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

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.