

**Tender for Lifts doorframe granite cladding and other works at
buildings 5-A, 5-B, 5-D and 5-E in NABARD Residential
Quarters, Damodar Park, Ghatkopar (W), Mumbai**



**Department of Premises, Security and Procurement,
NABARD Head Office
Gr. Floor, A-Wing, C-24, G Block,
Bandra Kurla Complex, Bandra (E) Mumbai – 400 051
dpsp@nabard.org**

Date of issue of tender document	08-02-2023
Estimated Cost of works	Rs. 5,71,360/-
Due date and time for submission of tenders	28-02-2023 @ 2.00 pm
Date and time of opening of tenders	28-02-2023 @ 3.00 pm

Name of the Bidder	
Address of the Bidder	
Contact Person & Mobile/ Telephone No.	

I. Notice Inviting Tender

Ref. No. NB. HO. DPSP/ DP Ghatkopar-Lift Door Frame Cladding/ 2469 / 2022-23

Date: 08 February 2023

To,

Empanelled Vendors of NABARD, HO

Trade 1: General Civil, Sanitary, Plumbing and Carpentry works

Categories: II (From Rs.5.00 lakh to Rs. 10.00 Lakh)

Madam/ Dear Sir,

Tender for Lifts door frame granite cladding and other works at buildings 5-A, 5-B, 5-D and 5-E in NABARD Residential Quarters, Damodar Park, Ghatkopar (W), Mumbai

1. The National Bank for Agriculture and Rural Development intends to undertake the captioned work and therefore, invites tenders from Empanelled vendors of NABARD, HO under Trade 1: General Civil, Sanitary, Plumbing and Carpentry works, and Categories: II/ III/ IV only (Rs.5.00 lakh and above].
2. Applicants are requested to submit their offer in sealed envelope for the aforesaid work as per terms and conditions and other requirements as mentioned more specifically elsewhere in this tender document.
2. The tender document is available on NABARD website www.nabard.org & Central Public Procurement Portal (CPPP).
3. Properly filled tenders in a sealed envelope, duly furnishing all the required information shall be submitted by the interested bidders. The sealed envelope should be super-scribed as "**Tender for Lifts doorframe granite cladding and other works at buildings 5-A, 5-B, 5-D and 5-E in NABARD Residential Quarters, Damodar Park, Ghatkopar (W), Mumbai**", and should be addressed to "The Chief General Manager, DPSP, National Bank for Agriculture and Rural Development, C-24, G-Block, Ground Floor, A-wing, BKC, Bandra(E), Mumbai - 400051", so as to reach this office latest by 2.00 pm on 28-02-2023.
4. The tenders shall be submitted in 'Original' to the Bank, and all the pages of the tender document and supporting documents, if any, shall be self-attested and sealed by the bidders.
5. The tenders will be opened on the same day (last day of receipt of tender) or on any other date as intimated to the bidders at 15.00 Hrs in the presence of bidders' representatives, should they choose to be present.
6. The tender submitted should not contain any conditions whatsoever and any conditional bids may be rejected, as per the discretion of NABARD.

7. 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 tenders.
 - b. Time of Completion: The time of completion of the project shall be 3 months reckoned from 10th day of the date of issue of work order.
 - c. The quantum of liquidated damages per week shall be 0.25% of the estimated cost, subject to a maximum of 5% of the accepted tender amount. The fraction of a week's delay will be taken as a delay of one week.
 - d. NABARD reserves the right to accept or reject any/all tender in part or whole of any firm/firms without assigning any reasons for doing so.
8. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper of Rs.200/- or more, as per the standard format enclosed (Articles Of Agreement); within 14 days from the date of issue of work.
9. The bidders are advised to conduct a site survey and satisfy themselves about the overall feasibility of work.
10. The tenders shall be accepted only in respect of those bidders whose tenders are in line with the requirements as per the tender document, and if the same is acceptable to NABARD. The decision of NABARD in this regard shall be binding on the bidders and not open to questions or appeals.
11. Tenders received later than the time and date prescribed, on account of any reason whatsoever as also telegraphic and faxed tenders shall not be considered.

Yours faithfully,

Sd/-

(M K Gupta)

Deputy General Manager

II. Form of Tender

The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office,
Mumbai – 400051

Date:-

Dear Sir,

Tender for Lifts doorframe granite cladding and other works at buildings 5-A, 5-B, 5-D and 5-E in NABARD Residential Quarters, Damodar Park, Ghatkopar (W), Mumbai

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

2. MEMORANDUM

S. No.	Subject	Specification		
I	Description of work	Tender for Lifts doorframe granite cladding and other works at buildings 5-A, 5-B, 5-D and 5-E in NABARD Residential Quarters, Damodar Park, Ghatkopar (W), Mumbai		
II	Estimated Cost	Rs.5,71,360/-		
III	Time allowed for completion of the work	The time allowed for completion of total project is 3 months reckoned from the 10th day of the date of issue of work order.		
IV	Earnest Money Deposit	<div>The Earnest Money Deposit OF Rs. 12000/- is to be submitted only through online transfer of funds, before the submission of the tender, to the account number given below :</div> <table><tr><td>Name of Account</td><td>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</td></tr></table>	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT			

		BANK NAME	NABARD
		BRANCH NAME	HEAD OFFICE, MUMBAI
		IFSC CODE	NBRD0000002
		ACCOUNT NUMBER	NABADMN07
		EMD submitted through any other mode of payment shall not be accepted. 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. Tender for which the EMD amount has not been received in our bank account will not be accepted by NABARD except in case of MSEs as defined in MSE Procurement Policy issued by Gol or bidders who are registered with Central Procurement Organizations. Such exemption shall be given only on submission of proof.	
V	Retention Money Deposit (RMD)/ Security Deposit (SD)	5 % of the gross value of entire work.	

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

4. I/We agree to pay Government all applicable taxes prevailing from time to time.

Our Bankers are:

- i) Bank, Branch,, Mumbai
- ii) Bank, Branch,, Mumbai
- iii) Type of account : Savings / Current account
- iv) Bank Account No.:
- v) IFS code of Bank and branch:

The names of partners of our firm are:

- i)
- ii)
- iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney / Authorisation letter to sign the contract

Yours faithfully,

Signature of Tenderer with stamp

III. GENERAL CONDITIONS OF CONTRACT

1. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. The quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of NABARD.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by NABARD, if required.
4. Rates should include all Taxes, Duties, Octroi, Levies, Wages as per Act, etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account.
5. Materials used should conform to relevant International Codes.
6. The Contractor may have to liaise with the Lift Consultant/Lift OEM/Service Provider to carry out the work, at no extra cost to NABARD.
7. The items not covered in the Schedule of Quantities of the Tender shall be paid at CPWD rates/the rates as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's OHP plus GST, as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of NABARD.
8. Income Tax, Goods and Service Tax, Works Contract Tax and other taxes etc. as applicable will be deducted from total payment due to the Contractor, in the form of TDS.
9. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him. NABARD shall not be held responsible in any way whatsoever.
10. All the terms and conditions of the tender document shall be binding on the parties as per Indian Contract Act and prevailing Rules.
11. The entire work is required to be completed as specified in the tender.
12. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
13. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

14. The Contractor or his authorised representative should visit the site frequently as required by NABARD, meet NABARD's Officials with prior appointment for any clarifications, and to receive instructions, take measurements, etc. at the site.
15. The contractor should engage qualified technical personnel/supervisor in respective Engineering field/s to supervise the work on daily basis as per the specifications and instruction of the Bank's Officials.
16. The supervisor has to ensure that the work is being undertaken as per the bar chart/work schedule submitted at the time of acceptance of work.
17. Weekly report of the work status is required to be submitted by contractor that shall be followed by review of work on site/NABARD Office.
18. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees, or workmen. The decision of NABARD in this regard shall be final and binding.
19. The Contractor shall indemnify the Employer against any losses as per format given elsewhere in the tender.
20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
21. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/ s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
22. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.
23. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
24. The work should be carried out with least inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
25. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of NABARD. However, NABARD may assist the Contractor in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the construction/maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to NABARD.

26. The Contract can be terminated by NABARD on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
27. On-site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of NABARD. NABARD will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to NABARD.
28. The Contractor shall provide all necessary items/equipment etc. for the proper execution of the works. The Contractor shall supply, and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
29. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.
30. Any defect which may appear within the Defect Liability Period (one year after the Virtual Completion of work) should be rectified by the Contractor at his cost and only thereafter the Security Deposit will be refunded to the Contractor.
31. The Earnest Money Deposit/Security Deposit (SD) / RMD will not bear any interest. If the Contractor fails to execute/complete the works satisfactorily or contractor commits breach of any of the terms and conditions of the contract, NABARD the right to forfeit the RMD. This forfeiture is independent of the liquidated damages provided for the contract.
32. Security Deposit (SD): Security Deposit (SD) / Retention money deposit (RMD) shall be deducted @ 5% of the value of work done from bill (subject to maximum of 5% of actual values of Works carried out) and it shall be refunded after expiry of defect liability period of one year after the date of virtual completion of the work, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of NABARD. No interest will be paid on Security Deposit/ Retention Money. No mobilisation advance will be given to contractor.
33. Defects Liability Period: One year from the date of Virtual Completion of works certified by NABARD.
34. Validity of Tender Rates: 3 months from the date of opening of Tender.
35. Liquidated Damages: 0.25% of the accepted Tender Value per week or part of the week subject to maximum of 5% of the value of work.
36. Payment Terms: The contractor shall be entitled to receive payments on submission of interim bills of amount more than Rs.3.00 lakh only during execution of work.
37. The contractor shall submit bills only after working out the appropriate measurements jointly recorded with NABARD at site in the Measurement Book (MB). This is not only to regulate correctness of quantity but also to facilitate expeditious clearing of the bills. The interim bills submitted by the contractor will be paid by NABARD after all the statutory deductions viz. RMD @ 5%, IT-TDS, GST-TDS, etc. as applicable.

38. The tenders shall be signed by the person/ persons on behalf of the organisation having necessary Authorisation/ Power of Attorney to do so. Each page of the application shall be signed and sealed.
39. Tenders containing false and/ or incomplete information are liable for rejection.
40. The applicant in the Price bid shall quote the rates for each item as per scope of work.
41. Tenders with specific conditions/Conditional tenders shall be rejected.

We accept all the above Terms and Conditions in all respects without any reservation.

Place :

DATE :

Seal and Sign of the bidder

IV. SPECIAL CONDITIONS OF CONTRACT

1. The Tender is strictly on Item Rate basis.
2. The Tenderer shall sign all the pages of the Tender Document.
3. NABARD takes no responsibility for delay / loss in post or non-receipt of Tender Documents.
4. Bids submitted by un-authorized agents and FAX / Telex / Telegraphic bids/E-Mail shall not be entertained/considered.
5. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
6. Rates should include for removal of debris out of premises to the safe limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the NABARD's officials, the Bill will not be accepted.
7. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines etc. stored for the execution of the work at his own risk and cost and NABARD will not be responsible on any account.
8. If the last date of receipt of Tender is a holiday, then submission of Tenders shall be shifted to next working day without change of time and venue.
9. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / deviational tenders may be rejected without making any reference to the Tenderers.
10. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
11. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
12. No advance shall be paid towards mobilization and cost of materials.
13. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.

14. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.
15. Notwithstanding anything stated above, NABARD reserves the right to assess the Tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
16. The decision of NABARD in awarding the work shall be final and cannot be subjected to arbitration.
17. NABARD reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, NABARD shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of NABARD in this regard shall be final and undisputable.
18. NABARD also reserves the right of super session of any of the conditions, stipulated in the Tender Document.
19. Validity of Rates quoted by the contractor may be extended further with mutual consent of NABARD and the contractor.
20. DISPUTE RESOLUTION: 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 Engineer
- 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 persons 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.

DECLARATION BY THE CONTRACTOR

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

Place:

DATE:

(SIGNATURE OF THE TENDERER)

NAME and SEAL

ADDRESS:

V. SAFETY CODE

- a) The Contractor shall maintain first aid appliances including adequate supply of sterilised dressings and cotton wool, in a readily accessible place.
- b) An injured person shall be taken to a hospital without loss of time, in cases where the injury necessitates hospitalisation.
- c) When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- d) Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.
- e) Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- f) All workers shall be provided with helmet, Safety Shoes and Safety belts.
- g) The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.

VI. LIST OF APPROVED MAKE OF MATERIALS / TRADE

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.
2. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of NABARD. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

S.No.	Material	Brand
1	Wall putty	Birla white / J.K. white
2	Birla white / J.K. white	H&R Johnson, Kajaria, Nitco, RAK, Bell
3	Cement	ACC / Ambuja / L&T / Sankar / Ramco / Coromandel
4	Sand	Vaitrana river sand
5	Granite Slab	16-18 mm thick granite slab of approved colour and shade such as Imperial White/Chikko Pearl/Black Galaxy/any other shade as approved by Bank

		<i>(The sample of the granite slab has to be approved by Bank and the basic price of granite exclusive of GST at shop level shall be Rs 150/- per sqft).</i>
6	Cement	ACC / Ambuja / L&T / Sankar / Ramco / Coromandel
7	Tile/granite fixing adhesive	Balendura Diamond/Araldex Araldite Endura/Equivalent

VII. SAMPLES FOR APPROVAL

Contractor, before supply of material should show the samples of all the materials to the bank and get it approved.

VIII. VIRTUAL COMPLETION CERTIFICATE (on Contractor's letter head)

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works on _____.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor :

Place :

Date :

Name :

Address :

Seal :

IX. ARTICLES OF AGREEMENT (in a Non-Judicial Stamp Paper of Rs. 200/-)

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called "the Employer") and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and M/s (hereinafter called "the Tenderer" or "the contractor") and having its registered office at, Mumbai of the other part.

WHEREAS the Employer is desirous of getting executed the work of **"Lift door frame granite cladding and other works in 5A, 5B, 5D and 5E at NABARD Residential Quarters, Damodar Park, Ghatkopar(W), Mumbai"** and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.
4. This contract is an item rate contract for carrying out the work of **"Tender for Lift door frame granite cladding and other works in 5A, 5B, 5D and 5E at NABARD Residential Quarters, Damodar Park,**

Ghatkopar(W),Mumbai" and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.

5. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer's property after the completion of such works.
6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at it's sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.
7. The tenderer shall have to submit the "no other claims certificate" along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within 3 months starting from the 10th day of the date of issue of work order, subject nevertheless to the provision for extension of time as permissible by the Employer.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
10. That the all parts of this contract have been read and fully understood by the tenderer.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

Signature Clause

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

Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address:

Witness #2

Signature:

Name:

Address:

SIGNED AND DELIVERED by the Bidder
(Name, Signature & Designation)

Witness #1

Signature:

Name:

Address:

Witness #2

Signature:

Name:

Address:

X. INDEMNITY BOND(In a Non-judicial Stamp paper of Rs. 200/-)

Know all men by these presents that I, Shri.....of M/s do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and M/s having their registered office at, Mumbai – 400 on this day of 2022.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to **“Tender for Lift door frame granite cladding and other works in 5A, 5B, 5D and 5E at NABARD Residential Quarters, Damodar Park, Ghatkopar(W), Mumbai”**.

THIS DEED WITNESSETH AS FOLLOWS :-

I/We, on behalf of M/s hereby do indemnify to keep NABARD and its Employees harmless against and from

any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.

any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s has set their hands on thisday of

SIGNED AND DELIVERED BY THE AFORESAID M/s through their authorized representative (Shri).

IN THE PRESENCE OF WITNESSES :

1. Name & Signature:

2. Name & Signature:

XI. SCHEDULE OF QUANTITIES/ PRICE BID

**Tender for Lifts doorframe granite cladding and other works at buildings 5-A, 5-B, 5-D and 5-E in
NABARD Residential Quarters, Damodar Park, Ghatkopar (W), Mumbai**

Item No.	Description of works	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Cement Plastering: Providing and supplying sand faced plaster in CM 1:4(1 cement :4 plaster) 20mm thickness in two layers as approved, at all levels in patches/stretchers on RCC/ masonry surfaces including making the surface rough to enable to fix granite/tile above it. The plaster has to be done in patches or stretches and to match the adjoining surfaces, sealing the crack in plaster with suitable crack seal as necessary (Area of cement plaster less than 0.1 sq. m. for repairs will not be considered for payment) The rate quoted shall be inclusive of cost of materials, labour etc. and shall be uniform in all levels and floors. Bonding agent of M/s Fosroc or equivalent as approved by NABARD to be added with plaster interface of old and new surface and between two layers of plaster as per manufacturer specifications.	Sq. m.	90		
2	Granite works: Supplying and fixing in door frame pattern approved variety and shade of best quality machine cut and one side mirror polished granite slabs of 16-18mm thick. Imperial white/ chikko pearl/ Black galaxy/ any colour as approved by Bank. The granite shall be fixed with neat cement paste admixed with tile fixing adhesives such as Balendura Diamond Star or equivalent as per manufacturer specification and joints shall be filled with tile grout of matching colour and approved make to make the joint smooth and look like one thin line. Coarse aggregate of nominal size 10mm shall be fixed to the back side of the granite slabs using araldite/equivalent to improve the bonding. The granite shall be finished in level with the lift control switches in the areas. The work also includes dismantling of left out portions of tiles/granite in the lift frame area and chipping of plaster in the area to maintain granite finished level with the lift switch level, edge/corner moulding/ champhering of granite slabs, disposal of the removed plaster/debris in closed bags out of the campus to BMC approved dumping yards, cleaning off the floors etc. complete to the satisfaction of Bank's Officer (The basic price of Granite Rs. 170/sqft. inclusive of GST at Shop level, Mumbai).	Sq. m.	90		

3	Ceramic tile work: Supplying and fixing of approved variety of glazed ceramic tiles of approximate size (300 mm x 600 mm) with neat cement paste and filling the tile joints with tile grout of matching colour and approved make to make the joint smooth and look like one thin line. All works to be done to the satisfaction of Bank's Officer. The works also include disposing the removed plaster/ debris in closed bags out of the campus to the BMC approved dumping yards, cleaning of the floors and dado of all loose mortar/ dust particles.(bais price of tile is Rs. 50/- per sqft. including of GST at shop level Mumbai)	Sq. m.	130		
4	Acrylic paint interior emulsion: Providing and applying two or more coats of 1st quality interior acrylic emulsion washable paint like Premium emulsion of Asian Paint or equivalent as per manufacturer's specifications on interior surfaces of walls, beams, ceilings, columns, canopies, staircase, lobbies etc. with brush /roller application so as to match the existing colour and finishing smooth etc. complete as directed by Bank's Engineer. Before applying the emulsion, the surface should be cleaned thoroughly, cracks if any should be filled with acrylic crack fillers, then applying Birla White wall care putty, and apply a coat of cement primer including costs of all materials and labour charges etc. Complete.	Sq. m.	50		
	Total				
	Add CGST	__%			
	Add SGST	__%			
	Grand Total				
	Total in words				

(Name, Address and Seal of the tenderer)

Note:

1. The Quoted rate shall be workable and inclusive of all material and labour cost as well as contractor profit, overheads/Income Tax as applicable, but exclusive of GST (GST is to be indicated separately).

2. The contractor should have valid GST registration. While raising final bill, the contractor should write their GSTIN number in the Tax Invoice and should clearly indicate applicable SGST/ CGST amounts payable.
3. The tenderers should visit site and assess site conditions and scope of work before quoting the rates.
4. The contractor and NABARD representative shall record all the measurements of the work on Measurement Book at site, jointly.
5. The contractor should clean the work area on daily basis and remove all the debris of work as and when instructed by NABARD.
6. The L-1 bidder will be decided on the basis of total amount quoted for the work (including all taxes) in the Price Bid.
7. The contractor has to quote for all the items in the price bid/ tender. Incomplete price bids may be rejected, at the sole discretion of NABARD.

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

Place:

Date:

(Name, Address and Seal of the tenderer)