Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad – 380013 (For Empanelled Vendors Only)

कार्य का नाम

नाबार्ड टॉवर, उस्मानपुरा, अहमदाबाद - 380013 की दूसरी, पाँचवीं और सातवीं मंजिल पर स्थित 3 कैबिनों के नवीकरण कार्य के लिए निविदा (केवल सूचीबद्ध वेंडर्स के लिए)

Name of the Tenderer: ____________________________

Address: ______________________________________

________________________________________

________________________________________

Last Date and Time for Submission of Tender: 30 June 2021 up to 15.00 hrs
Tender For

Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad – 380013 (For Empanelled Vendors Only)

कार्य का नाम

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Important Dates and Time

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<td>Date, Time and Place of Pre-Bid Meeting</td>
<td><strong>14.30 hrs on 17 June 2021</strong></td>
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**Technical Bid (Part-I)**

**Price Bid (Part-II)**
Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013

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

2. NABARD, Gujarat Regional Office, Ahmedabad intends to undertake ‘Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013’ at an estimated cost of Rs. 11.00 lakhs (including GST).

3. Empanelled vendors are requested to submit their bids in the Tender Box on 2nd floor, Department of Premises. Security and Procurement, NABARD Tower, Usmanpura, Ahmedabad 380013 latest by 15.00 hrs 30 June 2021.

4. The Tender documents can be downloaded from our website at https://www.nabard.org (under Information Centre in the website main page). The tender documents will be available on the website, until the last date of submission.

5. The tenderer / bidder shall submit two separate bids for the captioned work i.e. Technical Bid and Price Bid which should be complete in all respect.

6. Instructions regarding Technical Bid, Price Bid, submission process and description & scope of works and the services required have
7. Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only) is to be paid through NEFT/RTGS as per the bank account details mentioned on page 8 along with this tender. Tender without EMD shall be rejected.

8. The Pre-Bid meeting will be held on 17 June 2021 at 15:30 hrs in the Conference room on 3rd Floor of Gujarat Regional Office, NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad - 380013. To be eligible to participate in the pre-bid, the bidder should have already conducted a site survey and should have satisfied himself about the overall feasibility of the work. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 5 working days prior to the date of pre-bid meeting by email on dpsp.ahmedabad@nabard.org. All the clarifications of the pre-bid meeting will be part of tender and will be uploaded on NABARD website (www.nabard.org)

9. The Technical Bids will be opened on 30 June 2021 at 16.00 PM in presence of the interested bidders who choose to be present or in case of any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note that, not more than two representatives from each bidder shall be entertained.

10. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.

11. The Price Bid should not contain any conditions whatsoever and conditional bids if any shall be rejected.
13. नाबार्द को निम्नलिखित बोली (L1) स्वीकार करने के लिए बाध्य नहीं है। नाबार्द की अधिकार है कि वह किसी /सभी बोली की किसी /सभी निविदा को आधिकार या पूर्ण रूप से स्वीकार या निरस्त करे।

14. तकनीकी और कोमत बोली तथा निविदा प्रक्रिया के संबंध में बैंक का निर्णय अंतिम और बाध्यकारी होगा।

15. यदि कोई बोलीकर्ता निर्धारित तकनीकी मानदंडों में किसी प्रकार के परिवर्तन का प्रस्ताव करता है तो उसकी बोली निरस्त कर दी जाएगी।

16. बोलीकर्ता पूर्व-अहंकार मानदंडों के समर्थन में संबंधित दस्तावेज और तकनीकी दस्तावेज शीट अवश्य लगाएं।

17. ये बोलियाँ कीमत बोली खोलने की तिथि से तीन माह तक मान्य और स्वीकार हों।

18. कार्य पूरा करने की अवधि: कार्य आदेश प्राप्त होने के 50 दिनों के भीतर कार्य पूरा होना चाहिए।

19. निविदा के नियमों-शास्त्रों से सहमति व्यक्त करने के लिए ऑफर में शामिल सभी दस्तावेजों पर फर्म की मुहर व आधिकारिक हस्ताक्षर हों।

20. कार्य पूरा करने में हुए विलंब के लिए धन हानि के रूप में, स्वीकृंत निविदा में से अपूर्ण कार्य के मूल्य का 0.25% प्रत्येक सताह या उसके एक हिस्से हेतु लिया जाएगा। यह राशि अपूर्ण कार्य के मूल्य के अधिकतम 5% तक हो सकती है।

21. नाबार्द को यह अधिकार है कि वह बागेर कारण के किसी भी फर्म / फर्म की किसी / सभी निविदाओं को आधिकार या पूर्ण रूप से स्वीकार या निरस्त करे। इस संबंध में बैंक का निर्णय अंतिम होगा। यदि इसके बोलीकर्ता बैंक को संतोषजनक प्रतीत नहीं होते हैं तो बैंक यह निविदा निरस्त कर सकता है।

22. नाबार्द को यह अधिकार है कि वह निविदा दस्तावेज के किसी भी सभी प्रावधानों को बदले/ संशोधित करे/ परिवर्तित करे। यदि ऐसे परिवर्तन/संशोधन किए जाते हैं तो शुद्धिपत्र / परिषिष्ट नाबार्द की वेबसाइट पर ही उपलब्ध कराए जाएँगे।

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

13. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.

14. The decision of the bank shall be final and binding with regard to technical and price bids and the tendering process.

15. If any bidder proposes any deviation from the prescribed technical criteria requirement, the tender will be rejected.

16. Tenderers must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical Document Sheets.

17. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Price Bid.

18. Time of Completion: The work shall be completed within 50 days from receipt of work order.

19. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.

20. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of work for every week of delay or part thereof, subject to a maximum of 5% on the incomplete value of the accepted tender.

21. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.
22. NABARD reserves the right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD’s website only.

23. Tenderer should inspect the existing site and other conditions up to their satisfaction before bidding.

24. The successful bidder shall deposit Initial Security Deposit and Letter of Indemnity and Undertaking, and execute an ‘Articles of Agreement’ of work contract with NABARD in accordance with the standard/prescribed format enclosed within 14 days from the date of acceptance of the offer failing which the bidder’s EMD may stand forfeited.

25. All bidders have to submit the Pre-Contract Integrity Pact along with the Technical Bid, as per the format provided in Annexure-F, failing which the bid may be rejected.

Yours faithfully

Sd/-

(Mahesh Prasad Pahadsingh)
Deputy General Manager
## SCHEDULE OF EVENTS

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<th>Event</th>
<th>Details</th>
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<tr>
<td><strong>Bid Document Availability</strong></td>
<td>Tender document can be downloaded from: <a href="https://www.nabard.org">https://www.nabard.org</a> (under Information Centre in the website main page).</td>
</tr>
<tr>
<td><strong>From</strong></td>
<td>10 June 2021 18.00 hrs</td>
</tr>
<tr>
<td><strong>To</strong></td>
<td>30 June 2021 15.00 hrs</td>
</tr>
<tr>
<td><strong>Earnest Money Deposit (EMD)</strong></td>
<td>The contractor shall deposit Earnest Money Deposit for an amount of <strong>Rs. 20,000 (Rupees Twenty Thousand only)</strong> through NEFT/RTGS credited into our Bank Account, details mentioned below:</td>
</tr>
</tbody>
</table>
| **Account Details of National Bank for payment of Earnest Money Deposit** | Payee Name: NABARD  
Current Account No : NABADM02  
Name of the Bank : NABARD, Mumbai  
IFSC Code : NBRD0000002 |
| **Pre-Bid meeting**                                                  | 15.30 hrs. on 17 June 2021 |
| **Last date of submission of Tender**                                | Up to 15.00 hrs. on 30 June 2021 |
| **Opening of Technical Bids**                                        | **16.00 hrs. on 30 June 2021**  
Authorized representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors’ representatives. Price Bid will be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid. |
| **Opening of Price Bids**                                            | **16.00 hrs. on 30 June 2021**  
Authorized representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors’ representatives. Price Bid will be opened on a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid. |
| **Contact Details:**  
Address for Communication And submission of bid.                    | NABARD Tower,  
Department of Premises, Security and Procurement,  
2nd Floor, NABARD Towers,  
Opposite Municipal Garden,  
Usmanpura, Ahmedabad 380013  
Phone: 079 2755 4021/4022 |
TECHNICAL BID

(Part-I)
FORM OF TENDER

Date:

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

Dear Sir,

“Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013”

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

2. MEMORANDUM

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<th>Subject</th>
<th>Specification</th>
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<td>Description of work</td>
<td>Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013</td>
</tr>
<tr>
<td>b</td>
<td>Earnest Money</td>
<td>Rs. 20,000/- (Rupees Twenty Thousand only)</td>
</tr>
<tr>
<td>c</td>
<td>UTR No (Please write UTR No of the NEFT/RTGS payment made in respect of EMD). Attach screenshot for reference</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Initial Security Deposit (ISD)</td>
<td>2% of value of accepted tender value (to be submitted by successful bidder in form of Bank Guarantee)</td>
</tr>
<tr>
<td>e</td>
<td>Retention Money Deposit (RMD)</td>
<td>5 % will be deducted from total bill amount. (Total amount equal to 10% of contract value will be retained by the EMPLOYER towards security deposit. Security Deposit includes EMD, ISD and RMD)</td>
</tr>
<tr>
<td>f</td>
<td>Time allowed for completion of the work</td>
<td>The time of completion of the project shall be 50 days from the date of issue of work order.</td>
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3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be
applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

i) ……………………….. Bank ……………………… Branch

ii) ……………………….. Bank ……………………… Branch

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 to sign the contract
(Certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp
INSTRUCTIONS TO THE BIDDERS

1. The tender shall be submitted in accordance with the procedure detailed herein. Specified documents shall be submitted in an envelope of appropriate size which shall be sealed.

2. Duly filled in and signed Tender Document, complete in all respect shall be deposited before 15.00 hrs on 30 June 2021 in the tender box on 2nd floor, NABARD Tower Usmanpura, Ahmedabad. 380013 and super scribed as “Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013”

I) The tender will not be received after 3.00 P. M. on the date indicated in the letter of invitation to tenderer, under any circumstances, whatsoever.

II) The tender should be submitted in two envelopes as described hereafter. Both envelopes shall be super scribed and each envelope should also bear the envelope number prominently.

a) **Sealed envelope No. 1 (Technical Bid)** shall contain the following:

i) Earnest money deposit receipt as specified.

ii) Tenderers letter, in duplicate, giving technical or financial clarifications if any.

iii) Pre-qualification documents which includes the following:

   a) Information to be furnished by contractors on page 49
   b) Annexure-A
   c) Annexure-B

iv) All pages of the Technical Bid and set of tender drawings shall be duly signed by the tenderer.

   **Note:** It should be importantly noted that the contents of envelope No. 1 must not reveal rates of any items or the total tender amount quoted by the tenderer.

b. **Sealed envelope No. 2 (Price Bid)** duly filled and signed as specified should contain the following:

i. Prices in Indian Rupees only, with detailed break-up of prices as per Price Bid.

ii. The Schedule of Quantities as per the specifications and the most competitive prices offered in respect of the items listed in price Bid.

iii. The Commercial Offer should be in conformity with the terms indicated in Price Composition.

iv. The Price Bid should not contradict the Technical Bid in any manner

**Note:** Envelope I and Envelope II may both be placed and submitted in another sealed cover super scribed “Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013 and addressed to Chief General Manager, National Bank for Agriculture and Rural Development, NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad – 380013”

3. Please study the document carefully.

4. Please fill in the Schedule of quantities as follows:

   a) Fill in the “Rate” column legibly. (In figure & word, descriptive rate will be final & applicable.)

   b) Fill in the “Amount” column legibly.
c) Give the total amount of each page duly carried over and the grand total. Wherever alternative specifications have been specified, amount of such items should not be added to the total.
d) Initial all corrections and put in your signature at the end of the Schedule of Rates.

5. Initial all pages of the Tender Document as a token of acceptance of the terms and conditions set out in the Tender Documents.

6. Please pay **EMD Rs.20,000/- (Rupees Twenty Thousand Only)** amount along with the tender as per Schedule of Events on page 8.

7. In case any clarification is required by the tenderer, they may contact Assistant General Manager, DPSP, NABARD, Gujarat Regional Office, 2nd floor, NABARD Tower Usmanpura, Ahmedabad. 380013 or our Architects M/s. Hiren A. Gandhi & Associates, ‘Kanj’ 2 Municipal Staff Housing Society, B/h. St. Xavier’s Loyola High School, Memnagar, Ahmedabad – 380 052.

8. Addenda / Corrigenda if any issued by **NABARD** will be uploaded on its website [www.nabard.org](http://www.nabard.org) and shall become part of the tender documents.

9. The tenders shall be signed by the person/persons on behalf of the organisation having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).

10. If the space in the proforma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of application, if required and duly authenticated. Tenders containing false and/or incomplete information are liable for rejection.

11. The Earnest Money Deposit of **Rs. 20,000/- (Rupees Twenty Thousand only)** may be made through **NEFT/RTGS to the following account:**

   Payee Name: NABARD  
   Current Account No : NABADMN02  
   Name of the Bank : NABARD, Mumbai  
   IFSC Code : NBRD0000002

   **Note:** UTR number is to be indicated for payment made through NEFT/RTGS in table on page no 10 of the tender document. Also attach screenshot of transaction for reference.

12. In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded after successful completion of works. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.

13. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately as Part-2. **Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.**
TERMS and CONDITIONS

1. Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion.

2. Contractor will not give any item concerning details of the work to the press or a news disseminating agency without prior written approval from EMPLOYER. Contractor shall not take any pictures / photographs on site without written approval of EMPLOYER.

DEFINITIONS

3. The “CONTRACT” means the documents forming the tender and acceptance thereof any the formal agreement executed between NABARD, and the Contractor together with the documents referred to therein including these conditions, the specifications bills of quantities, designs, drawings and instructions issued from time to time by NABARD, or any person authorized by the competent Authority, and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

4. In the contract the following expressions shall unless the context otherwise required, have the meanings hereby respectively assigned to them.

(i) The expressions “Works” or “Work” shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to the executed whether temporary or permanent and whether original, altered, substituted or additional.

(ii) The “Contractor” shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firms or company and the permitted assigns of such individual or firm or firms or company.

(iii) The “Contract Sum” shall mean in case of item rate contracts, the cost of the works arrived at after extension of the quantities shown in the schedule of quantities by the items rates quoted by the Contractor / Tenderer for the various items.

(iv) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

(v) “Expected risks” are risks due to riots (otherwise than among Contractor’s labours / employees) and civil commotions (in so far as both these are uninsurable), wars (whether declared or not), invasions, act of foreign enemies, Hostilities, Civil war, rebellion, insurrection military or usurped power, any act of Governments, damage from aircraft, acts of God such as earthquake, lighting and unprecedented floods, and other causes over which the contractor has no control and accepted as such by NABARD, of the part of works in respect of which a certificate of completions has been issued.

(vi) “Market-Rate” shall be the rate as decided by NABARD on the basis of the cost of materials and labour at site when the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits. This is applicable to Extra items. (Ref. Clause no 27. C).

(vii) “Schedule” referred to in these conditions shall mean the relevant schedule (s) annexed to the Tender documents / papers issued by NABARD, of the standard schedule of rates prescribed by NABARD and the amendments thereto issued from time to time.
(viii) “Project Architect” shall mean M/s. HIREN A. GANDHI & ASSOCIATES ‘Kanuj’ 2 Municipal Staff Housing Society, B/h. St. Xavier’s Loyola High School, Memnagar, Ahmedabad and will include duly authorised representative or any other person empowered by them in this behalf to discharge all or any of their functions. The overall execution and supervision of the work will be monitored by the Project Architect.

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

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

5. Where the context so requires words imparting the singular only include the plural and vice versa.

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

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

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

8. TERMINATIONS OF CONTRACT FOR DEATH:

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

9. CANCELLATIONS OF CONTRACT IN FULL OR PART:

If the Contractor

a) At any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the EMPLOYER.
b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is to given to him in that behalf by the EMPLOYER.

c) Fails to complete the works or items of works within individuals / particular date of completion on or before the date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the EMPLOYER.

d) Offer or give or agree to give to any person in EMPLOYER’s service or to any other person on his behalf any gift or considerations of any kind as an inducement or reward for doing or for bearing to do or for having done or fore borne to do any act in relations to obtaining or execution of this or any other contract for EMPLOYER.

e) Obtain a contract with EMPLOYER as a result of running tendering or other non-bonafide methods of competitive tendering.

f) Obtain / enter into a contract with EMPLOYER in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payments thereof have previously been disclosed in writing to the competent Authority.

g) Being an individual or if a firm any partner thereof shall at any time being adjudged insolvent or have a receiving order or order for administration of liquidations or composition (other than a voluntary liquidations for the purpose of amalgamation or construction) under an insolvent act for the time being in force or make any conveyance in assignment of his effective or composition or arrangement for the benefit of his creditors or purpose so to, or if any applications be made under any Insolvency Act for the time being in force for the sequestration's of his estate or if a trust deed be executed by him for the benefit of his creditor or.

h) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager or.

i) Shall suffer an execution being levied on his goods and allows it to be continued for a period of 21 days or.

j) Assigns, transfer, sublets (engagement of labours on a piece work basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign transfer or subject the entire works or any portion of the work without prior approval of the competent Authority. The competent Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the EMPLOYER by written notice cancel the contract as a whole or only such items of work in default from the contract.

10. EMPLOYER shall on such cancellation have power to:

a) Take possession of the site and any materials, constructional plant / building etc., implements, stores etc.

b) Cary out the incomplete work by any means at the risk and cost of the contractor.

11. On cancellation of the contract in full or in part, the EMPLOYER shall determine what amount if any, is recoverable from the contractor for completion of the works or part of the works or in case of the works or part of the works is not to be completed, the loss or damage
suffered by EMPLOYER. In determining the amount credit shall be given to the contractor for the value of contractor’s materials taken over and incorporated in the work and use of tackle and machinery belonging to contractor.

12. Any excess expenditure incurred or to be incurred by EMPLOYER in completing the works or part of the works or the excess loss or damages suffered or may be suffered by EMPLOYER as aforesaid, after allowing such credit, shall be recovered from the contractor within 30 days.

13. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days EMPLOYER shall have the right to sell any or all of the Contractor’s unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of the sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there by any balance outstanding from the Contractor it shall be recovered in accordance with the provisions of the contract.

14. Any sums in excess of the amounts due to the EMPLOYER and unsold materials, construction plant etc., shall be returned to the contractor, provided always that if the cost or anticipated cost of completion by EMPLOYER of the work or part of the work is less than the amount which the contractor would have been paid and the completed the works or part of the works such benefit shall not accrue to the Contractor.

TENDERS, RATES ETC.

15. The work to be carried out under the contract shall except as otherwise provided in these conditions include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall unless otherwise stated be held to included waste on materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

16. The attached bill of quantities is our best estimate of the job.

17. All the quantities therein are approximate, payments will be made on the actual measurements / certified by EMPLOYER.

18. EMPLOYER will have the right to omit, alter, add or cancel any of the items of work shown in the schedule without assigning any reason whatsoever and no claim for compensation will be entertained for the same, EMPLOYER is further at liberty to carry out any items of work departmentally or through any other contractor and no compensation will be paid to the main contractor on that account.

19. Work contained in the Schedule of Quantities comprises windows / doors, plastering / filling, electrical work and interior work within the premises.

20. Before submitting the Tender, the contractor shall visit and examine the site situated at AHMEDBAD and satisfy himself as to the nature and correct dimensions of the work for procuring various construction and other materials and shall obtain generally his own information on all matters and conditions affecting the execution of the works. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in
the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

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

22. Before filling the Tender, the Contractor will check all drawing and schedule of quantities and will get an immediate clarification from EMPLOYER as required on items not clearly understood. Any claim for any loss or compensation will not be entertained on this account.

23. The rates quoted by the Contractor shall be for finished work measured in site and should include supply of all materials labour, tools tackles, marking out and clearing of the site. The rates shall be inclusive of General tax, sales tax, Goods & Service tax, octroi duty, works contract tax, VAT, CST, and any other duties / taxes / cess levied by the Government or other authorities.

24. The rates quoted by the Contractors should also include for providing all scaffolding, hoists, tackle and other plant, shuttering profiles and apparatus generally required for the proper execution of the work. The contractors shall provide without extra charges all labour and apparatus required by EMPLOYER for testing and measuring the works and for weighing measuring, providing or testing the efficiency of any portion of the works and shall also at his own cost provide all planking gang ways, etc. necessary for affording access to every part of the works.

25. The rates quoted by the Contractor should cover for necessary transport of materials from place of availability to the site of works.

26. The Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually low. Analysis for such rates will have to be furnished by the tenderer on demand, to satisfy EMPLOYER about the reasonableness of the rates.

EXTRA ITEMS

27. The EMPLOYER shall have power to make any alterations in, omission from, addition to or substitutions for the schedule of rates the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the EMPLOYER, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the EMPLOYER, for only such alternations, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions. :-

a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. The opinion of the EMPLOYER, as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the contractor.

c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (a) & (b) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the EMPLOYER of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, based on standard market rate analysis hand book published by NBO, and the EMPLOYER shall determine the rates on the basis of the prevailing market rates of materials and labour plus 15% for overheads and contractor profit and pay the contractor accordingly. The opinion of EMPLOYER as to current market rates of materials and labour involved will be final.

28. EMPLOYER shall issue instructions to the contractor in regard to what is to be done concerning on object reported by the contractor under the preceding sub-clauses and such instruction may require to contractor to permit the examinations, excavations, or removal by a third party. The EMPLOYER may issue instructions to the contractor in regard to be removal and disposal of the same at the expenses of NABARD. If in the opinion of the EMPLOYER, the above activity has involved the contractor indirect loss of time EMPLOYER may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The contractor shall not be eligible to claim any financial compensation due to any delay NABARD, Regional Office caused in this account.

29. EMPLOYER shall have the right to direct the contractor to purchase and use materials from any source for the proper execution of work.

i) Except if and to the extent otherwise provided by the contract, the provision of the General conditions of contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually, explanatory. Should there be any discrepancy inconsistency error or omission in the contract or any of them the matter may be referred to EMPLOYER who shall give his decisions and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the EMPLOYER shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

ii) Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

30. EMPLOYER reserves the right to accept or reject any or all the tenders without assigning any reasons. In other words, EMPLOYER does not bind themselves to accept the lowest of any tender.

31 Tender submitted by tenderer shall remain valid for acceptance for a period of 90 days from the date of opening of the tender. The tenderer shall not be entitled during the said period of 90 days, without the consent in writing of EMPLOYER to revoke, or cancel his tender. In case of revoking or cancelling his tender, varying any terms in regard whereof without the consent of EMPLOYER in writing the tenderer shall forfeit earnest money paid by him along with the tender.

32. In case of discrepancies between schedule of quantities, the specifications and or the drawings thereof, the following order of preference shall be observed.
i) Descriptions in Schedule of Quantities.

ii) Particular specification and special conditions, if any.

iii) Drawings:

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

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

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

35. PAYMENT TERMS, MEASUREMENT, DEFECTS LIABILITY

i) Part payment of minimum Rs. 5 lakhs will be made against running bills within 15 days from the date of receipt of certified bills by the disbursement section of EMPLOYER. In case of final bill this payment period will be 60 days, after all documents regarding reconciliation of EMPLOYER issued materials, guarantees for anti-termite treatment & water proofing treatment, detailed rate analysis of extra items if any (duly approved by the EMPLOYER), statement for payments at reduced rates, statement for deductions for any other reason are submitted by the contractor and they are duly approved / accepted by EMPLOYER.

ii) Income tax / cess / taxes / other / statutory levies if any shall be deducted from every running bills and final bill payment as applicable from time to time as per Government of India / State Government.

36. All running bills as well as final bills submitted in approved Performa shall be submitted by the contractor in quadruplicate for certification. All the bill copies shall be accompanied by measurement sheets and quantity calculation in support of the quantities contained in the bill with soft and hard copies.

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

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

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

   iii) The contractor shall without extra charges provide assistance with every appliance, labour and other things necessary for measurement of work.
38. **METHODS OF MEASUREMENTS:**

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

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

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

40. Any amount found due from the contractor to EMPLOYER from time to time will be recovered currently from the running bills. Similarly if, at any time, should there evidence of any lien or claim for which EMPLOYER might have become liable and which is chargeable to the contractor, EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify EMPLOYER against such lien or claim and if such lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in is charging such lien or claim including all costs reasonable expenses.

41. The contractor will be fully responsible for rectifying any defects brought to his notice by EMPLOYER/ project Architect in writing within seven days of receipt of the intimation. In case the contractor fails to attend to defects as stipulated therein, EMPLOYER reserves the right to complete the rectification through another agency of its choice and recover the cost of such repairs from the contractor’s dues against running bills / final bill / retention money for this or any other job.

42. UTR No/Receipt No. of Earnest money deposit amounting to Rs. 20,000/- (Rupees Twenty thousand only) must accompany the tender addressed to the CGM, NABARD, Gujarat Regional Office, 2nd. Floor, NABARD TOWER, Usmanpura, Ahmedabad.

On acceptance of the tender, the successful tenderer shall, within the time stipulated in the letter of intent, deposit with the EMPLOYER through NEFT/RTGS, Initial Security Deposit (ISD) equivalent to 2% of contract value. ISD is in addition of Earnest Money Deposit (EMD). Further Retention Money Deposit (RMD) of 5% of Running Bill will be deducted. In total amount equal to 10% of contract value will be retained by the EMPLOYER towards security deposit. Security Deposit includes ISD, EMD and RMD.

43. The tenderer shall also have the option to pay a lump sum security deposit of 10% (ten percent) of the total value of the contract minus the amount of Earnest money already deposited in the form of NEFT/RTGS. In such an event, no deduction of retention money shall be made on this account except for payment in respect of extra work done which shall be subject to a retention of 10% (ten percent) of their value, unless the contractor elects to
pay such Security Deposit in lump sum in foregoing manner. The amount of initial security deposit shall, however, be adjusted towards this account.

**LIABILITY FOR DAMAGE, DEFECTS AND RECTIFICATION THEREOF**

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

45. At his own expenses, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to specified by the EMPLOYER may rectify or remove and re execute the work and / or remove and replace with other, materials or articles complained of, as the case may be by either means at the risk and expense of the Contractor.

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

47. **OVER PAYMENTS AND UNDER PAYMENTS:**

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

48. EMPLOYER, reserves the right to carry out post payment audit and technical examinations of the Running / final bill including all supporting vouchers, abstracts etc. EMPLOYER, further reserves the right to enforce recovery of any overpayments when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as items of disputes before an arbitrator appointed under condition of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

49. If as a result of such audit and / or technical examinations any overpayments is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract it shall be recovered by EMPLOYER from the Contractor by any of all methods or
made of recovery as prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by EMPLOYER.

**COMPLETION PERIOD AND PENALTY CLAUSE**

50. The Contractor shall commence work within 7 days from the date of receipt of work order from EMPLOYER. The contractor will be required to submit the security Deposit within 10 days from the date of receipt of work order if it has not been done earlier.

51. Completion period for the entire work contained in the tender and such of the extra items, if any, which form an integral part of the contract, contained in the tender is **50 days** from the date of commencement of work at site as specified in above. The time limit specified herein will be strictly adhered to and will form the essence of the Contract. In case of delay in completion of job beyond the stipulated time penalty would be levied @ 0.25% per extra week taken by contractor i.e. more than scheduled time / period, subject to maximum of 5% of the actual cost of project.

52. EMPLOYER, shall have the right to terminate the contract if progress of the work is found to be unsatisfactory and there are no efforts from the contractor’s side to make up for the delays if any.

**COMPLETION CERTIFICATE**

53. The work shall be considered “Virtually Complete” only after the Contractor submits to EMPLOYER, the following documents obtained by him through his licensed civil engineer/architect etc.

54. As soon as the work is completed the contractor shall give notice of such completion to EMPLOYER and within thirty days of receipt of such notice EMPLOYER, shall inspect the work and shall furnish the contractor with a certificate of completion indicating.

a) The date of completion.

b) Defects to be rectified by the Contractor and / or.

c) Items for which payment shall be made at reduced rates.

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

55. The whole of the work including all extra and additional items if any and when ordered are to be completed in the time stated in the contract and the contractor will be required if necessary, to work over time to stick to requirements to complete all the works by the stipulated date. No extra claim for extension of completion period will be allowed on account of this factor.

56. The completion period of the entire work as stated above shall be deemed to be the essence of the contract. In case of delay in completing the work beyond the specified completion date the contractor will be required to pay a penalty at the rate of 0.25% for each extra week taken by contractor i.e. more than scheduled time / period subject to maximum of 5% of the actual cost of the project. The penalty will be recovered either from the contractor’s bills or from the Security Deposit / Retention Money.

57. In case of delay of over 10 weeks in completion of the work beyond a stipulated completion date, EMPLOYER reserves the right to terminate the contract and get all the jobs completed through another agency of its choice. Any extra expenditure that EMPLOYER will have to incur for completion of the balance jobs through another agency on account of higher rates quoted by the agency will be recovered from the contractor’s Security Deposit, Retention Money and pending bills.

58. Extension of completion period

If the work is delayed by

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

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

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

SITE FACILITIES

SETTING OUT OF WORK

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

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

61. **NUISANCE**

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

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

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

64. **WATCHING AND LIGHTING:**

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

**EQUIPMENT & STAFF ASSISTANCE FROM THE CONTRACTOR**

65. Theodolite, levels, plumb bobs, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance of their contract. The EMPLOYER will use any or all measurement instruments or tools belonging to the Contractor as and when he chooses for checking the complete works as well as the work in progress.

66. All scaffolding and ladders that may be necessary for taking measurement at site will be provided by the Contractor.

67. The Contractor shall provide all the equipment and machinery in good working condition at site during the entire period of construction as and when required.

(a) The Contractor will be allowed to work for 8 (Eight) hours a day and 7 (Seven) days a week. However, no concreting shall be done during night or in the absence of the EMPLOYER. For working beyond normal working hours and non-working days, the Contractor shall obtain prior permission from the EMPLOYER.

**EXECUTION**

68. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the EMPLOYER in writing. The portions of the site to be occupied by the Contractor shall be defined and / or marked on the site plan failing which these shall be indicated by the EMPLOYER at site and the operations beyond the areas. In respect of any land permitted by the EMPLOYER for the use of the Contractor for the
purpose of or in connection with the contract. The same shall be subject to the following and such other terms and conditions as may be imposed by the EMPLOYER.

69. Such use or occupations shall not confer any right of tenancy of the land to the contractor.

70. The Contractor shall have no right to put up any constructions of his own of any nature or type on land except temporary constructions for storage of equipment for the work under the contract or as a resting place for labourers employed by him for the work provided that he obtained the requisite previous permission in writing from the EMPLOYER. Such construction will be erected at the contractor’s own cost.

If any electricity is used in any of such constructions the Contractor shall himself pay for the same. The Contractor shall at his own cost demolish all such constructions and remove the debris thereof, as also all his materials and equipment and clean and level the site thereof before handing over the completed work to.

71. The Contractor shall provide if necessary or if required on the site all temporary access thereof and shall alter adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the EMPLOYER and made good all damages done to the site. The Contractor shall note that the final bill will not be certified for the payment till the action as above is completed by the Contractor to the entire satisfaction of the EMPLOYER.

72. All the work shall be carried out as per detailed drawings and instructions of the EMPLOYER.

73. All drawings, tracings, photo prints and writings (except letter) shall be the sole property of the EMPLOYER and must be returned to them on completion of the works.

74. The drawings maintained on the site are to be carefully mounted on boards of appropriates size and covered with a coat of approved varnish. They are to be protected for ravages of termites, ants, silver fish and other insects.

75. During the execution of the work, Contractor must check his work with the drawings. The Contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and / or error at his own cost, failing which the EMPLOYER reserves the right to get the same rectified at the risk and cost of the Contractor.

MATERIAL TO BE PROVIDED BY THE CONTRACTOR.

76. The Contractor shall at his own expense and without delay supply to EMPLOYER, samples of materials proposed to be used in the work. The EMPLOYER shall within 15 days of supply of samples or within such period as he may require intimate to the Contractor in writing and inform the Contractor whether samples are approved by him or not. If the samples are not approved, the Contractor shall forthwith arrange to supply to the EMPLOYER for his approval fresh samples complying with the specification laid down in the contract. A set of all approved samples shall be maintained at site under lock & key by EMPLOYER.

77. The EMPLOYER shall have full power to require removal of any or all the materials brought to the site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to sample approved by him. In case of default on the part of the Contractor in removing rejected materials, the EMPLOYER shall be at liberty to have them removed by other means. The EMPLOYER shall have full power to procure other proper materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other resources. All costs which may attend upon / incurred upon such removal and / or substitution shall be borne by the Contractor.
78. The Contractor shall indemnify the EMPLOYER or its employee against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against EMPLOYER or any agent, servant or employees of EMPLOYER in respect of any such matters, as aforesaid, the Contractor shall immediately be notified thereof.

79. The EMPLOYER shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor, other than those for which as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the EMPLOYER require for the purpose. If no tests are specified in the contract and such tests are required for the purpose and the charges for these tests shall be borne by the Contractor only. The cost of materials consumed in the test shall be borne by the Contractor in all cases except when otherwise provided.

80. EMPLOYER shall be entitled at any time to inspect and examine any materials intended to be used in or on the work, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

81. LABOUR

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

82. In case of any class of work for which there is no such specification supplied by the EMPLOYER as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the EMPLOYER.

83. The contractor shall on the written request of EMPLOYER immediately dismiss from the works any person employed by him therein who may in the opinion of the EMPLOYER be incompetent or misconduct himself and such person shall not again be employed on the works without the written permission of the EMPLOYER.

84. The Contractor or his agent shall be in attendance at the site(s) during all working hours and shall supervise / superintend the executions of works with such additional assistance in each trade as the EMPLOYER may consider necessary. Order given to the Contractor agent shall be considered to have the same force as if they have been given to the Contractor himself.

85. The EMPLOYER shall communicate or confirm his instructions to the Contractor in respect of the executions of work in a “work site order book” maintained in the office authorised representative shall confirm receipt of such instructions by signing the relevant entries in the book.

86. The contractor will ensure that any oral instruction issued by the EMPLOYER or its staff are confirmed by the latter in writing.

87. The Contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications taken together,
whether the same may or may not be particularly shown on the drawings, or described in the Schedule of Quantities, provided that the same can be reasonably inferred therein from. Figured dimensions and all dimensions and particulars to be taken from the actual work.

88. The whole of the work must be proceeded with such sections and at such times as directed by the EMPLOYER.

89. The EMPLOYER may from time to time issue further drawings or written instructions which are hereafter collectively referred to as ‘EMPLOYER’s Instructions’ in regard to:

   a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

   b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specifications.

   c) The removal from the site of any materials brought thereon by the contractor and the substitution of any material there for.

   d) The removal or re-execution or both of any works executed by the Contractor.

   e) The dismissal from the works of any persons employed there upon.

   f) The opening up for inspection of any work covered up.

   g) The amending and making good of any defects of works improperly carried out.

90. If the Contractor after receipt of written notice form the EMPLOYER requiring compliance within seven days fails to comply with such drawings or EMPLOYER instructions or both as EMPLOYER may issue, may employ and pay other persons to execute any such drawings or EMPLOYER’s instructions and all cost incurred in connection therewith as certified by the EMPLOYER shall be borne by the Contractor or may be deducted from any amount due or that may become due to the contractor under the contract or may be recovered as a debt.

91. INSPECTIONS AND APPROVALS:

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

92. No work shall be covered up or put out of view without approval of EMPLOYER or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination or foundations before permanent work is placed thereon. The Contractor shall give due notice to the EMPLOYER or his authorised representative wherever any such work or foundation is ready for examination and the EMPLOYER or his representative shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examination and measuring such work or of examining such foundation he shall, if required by the EMPLOYER uncover such work at the Contractor’s expenses.

93. The duties of the representative of EMPLOYER are to watch and supervise the progress of works and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra
payment by the EMPLOYER or to make any variations in the works except when authorised
by the EMPLOYER.

94. The EMPLOYER may from time to time in writing delegate to his representative any of the
powers and authorities vested in him and shall furnishes to the contractor a copy of all such
written delegation of powers and authorities. Any written instructions or written approval given
by the representative of EMPLOYER to the Contractor within terms of such delegations shall
bind the Contractor and the Architect as though it had been given by EMPLOYER.

95. Failure of the representative of EMPLOYER to disapprove any work or materials shall not
prejudice the power of the EMPLOYER thereafter to disapprove such work or material and to
order pulling down removal or breaking up thereof.

96. If the Contractor shall be dissatisfied with any decisions of the representative of the
EMPLOYER he shall be entitled to refer the matter to EMPLOYER who shall thereupon
confirm, reverse or vary such decisions.

97. The whole of the materials (except where otherwise described), stores and equipment required
for the faithful performance of the contract must be provided through normal trade channel and
must include for sales Tax, GST, Octroi VAT, CST, and Duties and other charges and must be
the best of their kind available at the time and the Contractor must be responsible for the proper
and efficient carrying out of the work. The work must be done in best and most workmanlike
manner. Samples of all materials to be used must be submitted to the EMPLOYER on the site
for approval prior to procurement. The Contractor shall furnish to the EMPLOYER for
approval when requested or if required by the specifications, adequate samples of all materials
and finished to be used in the work. Such samples shall be submitted before the work is
commenced and in ample time to permit tests and examinations thereof. All materials finished
and applied in actual work shall be fully equal to the approved samples.

98. During inclement weather the Contractor shall suspend concreting and plastering for such time
as the EMPLOYER may direct and shall protect from injury all works in the course of erection.

99. Should the work be suspended by reason of rain, strike, lockouts or other cause the Contractor
shall take all precautions necessary for the protection of the work and at his own expense shall
make good any damages arising from any of these causes.

100. The Contractor shall keep accurate records of weather, temperature, visitors and any other
occurrences affecting the progress or quality of the works.

101. All shavings, cuttings and other rubbish as it accumulates from time to time during the progress
of the works and at completion including that of sub – Contractor and specific tradesman to be
cleared and carted away and all materials condemned by the EMPLOYER shall be removed
from site as and when required during the entire duration of the work at no extra cost.

102. The Contractor shall protect all projecting sills and mouldings and all concrete steps from injury
during the progress of the work by rough timber casings securely fixed.

103. The Contractor shall provide all necessary templates, moulds for circular or shaped work,
carpenters or joiners work or any other trade.

104. The Contractor shall protect joinery and make good all damages to the same from any cause
whatsoever during the performance of the contract and leave perfect to the satisfaction of the
EMPLOYER at the time of completion. Before giving up possession, the contractor must see
that all doors sashes etc. work easily and shall make all necessary adjustments.
105. The Contractor shall provide suitable stone with flat tops and build the same in concrete for temporary bench marks. All the pegs for setting out the work and fixing the necessary levels required for the execution thereof shall if desired by the EMPLOYER likewise be built in masonry at such places and in such manner as may determine.

106. Particular care must be taken to see that the floors are not overloaded by stacks of materials during construction. It is important that no load comes on the reinforced concrete floors until they are at least 3 weeks old and at no time must the load placed upon them exceed the load for which they are designed.

107. The Contractor has to provide all necessary holes, slits and depression etc. in form work and concrete to place pipelines or ancillary services in any form as shown in the drawings or as directed by

108. The Contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or specified tradesmen or sub-contractors and any damage caused must be made good by the contractors at his own expenses.

109. The Contractor shall provide temporary teakwood barricading up to 4’ 0” height from the floor level to all lift walls and / or shafts opening on all floors to safeguard against any accidental fall and maintain them till such time as permanent enclosures are installed. No extra payment will be allowed on the contract sum for complying with this clause.

STATUTORY

110. The contractor shall conform to the provisions of any regulations and by – laws of any water or lighting companies with whose system the structures are proposed to be connected and shall before making any variations from the drawings that may be necessitated by so conforming give to EMPLOYER on site written notice specifying the variations proposed to be made and the reason for making to and apply for instructions thereon. In case the contractor shall in due course receive instructions, he shall proceed with the work, conforming to the provision regulations or by-laws to the supply companies and shall provide for and pay all fees and charges.

111. The contractor will be fully responsible for complying with all relevant provisions of the Contractor Labour Act and shall pay rates of Wages and observe hours of work / conditions of employment according to the rules in force from time to time.

112. The contractor shall comply with provisions of payment as per the following acts:

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

Any amendments / modifications thereof or any other law relating thereto and rules made there under from time to time. EMPLOYER shall on a report having being made by an inspecting office as defined in the contract labour regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker (s) by reasons of non– fulfilment of conditions of contract for the benefit of workers non– payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor’s labour Regulation.
113. The contractor shall pay to labour employed by him, and in the case of his giving any part of the work on sub – contract he shall ensure and be responsible to see that the sub – contractor pays to labour employed by such contractor, wages not less than wage or remuneration as provided in the contract labour (Regulations and Abolition Act) and in the Rules, Regulations and orders.

114. The Contractor shall indemnify the EMPLOYER against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his rights to claim indemnity from his sub - contractor.

SAFETY CODE:

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

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

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

INSURANCES

117. The Insurance for the following will be covered and paid for by the contractor, and contractor shall indemnify the EMPLOYER and hold the EMPLOYER harmless in respect of all and any expenses arising from any such injury and / or damages in respect of:

   a) Workmen’s Compensation and Risk of Accidents to contractor’s own employees.

   b) Contractors all risk Insurance to cover the total cost of project with third party coverage for total value of Rs. 2,00,000/- with value per accident not exceeding Rs. 50,000/- to cover and Contractor.

118. If the contractor fails to effect and keep in force the Insurance referred to above or elsewhere in the contract or any other insurance which he may be required to effect and keep in force, the EMPLOYER reserves the right to keep in force such insurances and pay such premium as may be necessary for the purpose and from time to time deduct the amount so paid by the EMPLOYER, as aforesaid, from any monies due or which becomes due to the contractor or recover the same as a debt from the contractor.

119. The aforesaid insurance policy / policies shall not be cancelled till EMPLOYER has agreed to their cancellation.
120. The Contractor shall prove to EMPLOYER from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period. Above instructions on insurance coverage will also be applicable to the sub-contractor, if any, of the contractor.

121. NOTICE TO LOCAL BODIES.

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

ARBITRATION

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

The Contractor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the EMPLOYER within fifteen days of receipt of the names. The EMPLOYER shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the EMPLOYER fails to send to the Contractors, the panel or three names as aforesaid within the period specified, the Contractor shall send to the EMPLOYER, a panel of three names of persons who shall be unconnected with either party. The EMPLOYER shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the EMPLOYER fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or Sole Arbitrator and communicate his name to the EMPLOYER.

If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed as aforesaid.

The Conciliation / Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such partly or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.
The EMPLOYER and the Contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

DECLARATION BY THE CONTRACTOR

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

Place:
DATE:

(SIGNATURE OF THE TENDERER)

NAME and SEAL

ADDRESS:
SPECIAL CONDITIONS OF CONTRACT

1. It shall be distinctly understood that notwithstanding the reviews and suggestion if any, by the EMPLOYER the sole and ultimate responsibility for the stability and performance of the form work and staging and all other temporary works shall be that of the Contractor.

2. The partners or Directors of the Contractor shall meet the officer of EMPLOYER or its consultants at the site of works or at their respective offices whenever requested to do so.

c) The EMPLOYER shall supply to the contractor reasonably complete engineering drawings. All the drawings required for the complete execution of the work will not be released simultaneously but in instalments as the work progresses. Bar bending schedules and shop drawings required for proper execution of work shall be prepared by the Contractor and submitted well in advance to EMPLOYER to permit scrutiny, corrections resubmissions and final approval without causing any delay in the construction work.

d) The Contractor shall conform to the provisions of the Government Act relating to the work, and to the regulations and bye-laws of the local authorities. The contractor shall give all notices required by the said act, and obtain all required permission and license and pay all fees payable to such authorities in connection with constructing and maintaining temporary electric and water supply at site for the said project. All aspects of temporary works including their stability shall be the sole and ultimate responsibility of the Contractor.

e) EMPLOYER reserves the right to use the premises and any portion of site for execution of any work not included in this contract which we may desire to get executed by other agencies. The Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for such work except by special arrangement with the EMPLOYER in such a manner as not to impede the progress of the works included in this contract and the Contractor shall not be responsible for any damage or delay which may happen or be occasioned by such work.

f) In addition to previous stipulations, the Contractor shall be represented at site at all times during the tenure of the contract by responsible and qualified engineers approved by EMPLOYER. Such engineer shall form the Contractor’s Project Management & Site Supervisory Team. They shall be in constant attendance upon all activities of the work. Contractor’s staff shall comprise of at least the following to be permanently on site for the entire duration of the project.

   (a) Interior Designer (Degree holder with at least 5 years’ experience) – 1 person.
   (b) Jr. Interior Designer (2-3 years’ experience having Degree / Diploma Holder) – 1 person.

7. Cost of recovery against materials, utilities or services supplied or arranged for by EMPLOYER shall be made by deducting the respective amount from the running as well as final bills.

8. Although Schedule of Probable Quantities & Rates has been divided into various sub – section, the rates quoted for a particular item of work in one sub – section shall be made applicable to similar item of work in any other sub – section if that item is not listed in the Schedule of that other sub – section.

9. This project is subjected to inspection by various audit / vigilance agencies of Government of India. If any inspection of works is carried out by such agencies contractor shall extend his full co-operation to these agencies in examining records, works etc. On inspection by such
agencies and in their inspection report, if it is pointed out that Contractor has not carried out work according to guidelines laid down in this tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from contractor’s Running Bills / Final Bill. The items under dispute shall not be paid in full till inspection agency gives their no objection report.

10. This work being prestigious, quality of materials & workmanship is expected from the contractor of very high standard.

11. The successful tenderer is bound to carry out any item of work up to any deviation in quantities, for the completion of the job.

12. The Electrical works is to be executed through licensee electrical contractor only.
# SCHEDULE OF WORKS

<table>
<thead>
<tr>
<th></th>
<th>Earnest Money Deposit (EMD):</th>
<th>Rs. 20,000/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Initial Security Deposit (ISD):</td>
<td>2% of the total tendered amount inclusive of earnest money deposit.</td>
</tr>
<tr>
<td>3</td>
<td>Defects liability period</td>
<td>12 months from the date of issue of virtual completion and handing over the completed work to owners.</td>
</tr>
<tr>
<td>4</td>
<td>Period of commencement</td>
<td>7 days from the date of letter of issue of work order.</td>
</tr>
<tr>
<td>5</td>
<td>Duration of completion of work</td>
<td><strong>50 days</strong> from receipt of Work Order</td>
</tr>
<tr>
<td>6</td>
<td>Liquidated damages at the rate</td>
<td>0.25% per week subject to maximum 5% of the tender amount.</td>
</tr>
<tr>
<td>7</td>
<td>Retention money</td>
<td>5% retention money to be kept from every running bill. (Total amount equal to 10% of contract value will be retained by the EMPLOYER towards security deposit. Security Deposit includes EMD, ISD and RMD)</td>
</tr>
<tr>
<td>8</td>
<td>Terms of rate</td>
<td>The rates shall be at site of work and should be inclusive of all taxes including works contract tax, GST, VAT if any. Security deposit to be released on expiry of the defects liability period.</td>
</tr>
<tr>
<td>9</td>
<td>Period of validity of tender</td>
<td>Three months from the last date for opening of tender.</td>
</tr>
<tr>
<td>10</td>
<td>Period for honouring interim bill</td>
<td>Bill certified by the Architect shall be paid within 15 days.</td>
</tr>
<tr>
<td>11</td>
<td>Period for honouring final bill.</td>
<td>60 working days from the date of Architect’s certificates</td>
</tr>
<tr>
<td>12</td>
<td>Validity of rates after award of work:</td>
<td>The rates shall be firm for period of 4 Months from the date of award of work or till completion of work whichever is later. “NO ESCALATION IN PRICES WILL BE ALLOWED”.</td>
</tr>
<tr>
<td>13</td>
<td>Minimum value of work of Interim bill:</td>
<td><strong>Rs. 5.00 lakhs</strong></td>
</tr>
</tbody>
</table>

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

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

16. Extra Items

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

17. Deviation in Quantities:

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

18. Photographs

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

This specification is for the work to be executed items to be supplied and materials to be used in the works as shown in the drawings and described here in all under the supervision and to the satisfaction of the Architect / EMPLOYER.

The workmanship is to be the best available and of a high standard. Use must be made of specialist tradesmen in all aspects of the works, and allowance must be made in the rates for doing so.

The materials and items to be provided by the contractor shall be the best of their respective kinds, approved by the architect/EMPLOYER in accordance with any samples which may be submitted for approval and generally in accordance with the specifications. Where materials or products are specified in this specification and or / bill of quantities by the name of the manufacture or the brand trade name or catalogue reference the contractor will be required to obtained the approval of the architect / EMPLOYER before using a material or product other than the specified. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Architect.

Sample of all material are to be submitted to the architect for his approval before the contractor orders or delivers in bulk to the site. Also, the contractor will be required to submit specimen finishers of colours, fabrics etc, for the approval of the architect before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the architect who will retain two copies all at the contractor’s expenses.

TIMBER:

Timber generally is to be best of its kind, well and properly seasoned, of mature growth, free from worm holes large loose or dead notes or other defects and sawn die square and will not suffer warping, splitting or other defects through improper handling.

The hardwood is to be C.P. teak weighing not less than 45 lbs cubic foot with a moisture content tax.

1.1 Timber is to be cut to the required sizes and length as soon as practicable after the works are begun and stored under cover so that the air will circulate freely around it. Journey is to be prepared, immediately after the placing of contract, framed up (but not bonded) and stored until required for fixing in position, when it is to be bonded and waged up. Any portions that warp or develop shakes or other defects are to be replaced before wedging up, the whole of the work is to be framed and finished in a proper and workman like manner in accordance with the detailed drawings and fitted with all necessary motaties straps, belts screws etc. running bonded joints are to be cross tongued with teak on guess and where over 1 – 1/28 thick double tongued. Joiner’s work generally unless otherwise specified.

Templates boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during the time they are in use.

Grounds are to be clean shown, free large knots, splayed as required, plugged and fixed to walls etc. at 1’6” centres.

Wood plugs are to be cut on the twist, patent wall plugs or plastic filling may be used in lieu of wood plugs with the approval of the Architect.

All unexposed surfaces of timber e.g. false ceilings, backings fillets back of doors frames, cupboard framing, grounds etc. are to be treated with two coats of approved timber
preservative like solignim, kirticite, term seal or cast oral or vacuum pressure impregnated with and approved water-soluble timber preservative before fixing or bedding.

1.2 JOINTS

All joints will be standard, mortised and tenon, dovetail, dowel, cross halved, metered tongued and grooved and rebated, nailed or glued but joints, will not be permitted except in exceptional cases, ailed but joints will not be accepted. All joins shall be smeared with white lead.

1.3 Whenever solid wood is specified it shall be as per I.S.I. and of good quality. The type of wood shall be got approved before collecting the same on site. Fabrication of wooden members shall be started only after approval. It shall be free from large, loose, dead of cluster knots, flows, shakes, warps, bends or any other defect. It shall be uniform in substance and of straight fibres as far as possible. It shall free from rats, decay, harmful fungi and other dejects of its usefulness for the purpose for which it is required. The colour of wood shall be uniform as far as possible. The scantlings plank etc. shall be seen in straight lines and planes in the direction of grain and of uniform thickness.

1.4 FIRST CLASS TEAK WOOD:

First class teak wood shall have no individual hard and sound knots, more than 6 sq.cm. in size and the aggregate area of such knots shall not more than 1% area of piece. The timber shall be closed grained.

1.5 SECOND CLASS TEAK WOOD:

No individual hard and knots shall be more than 15 sq.cm. in size and aggregate area of such knot’s shall not exceed 2% of the area of piece.

2.0 GLASS:

All glass shall be of the best quality, free from specks, bubbles, smokes, veins, air holes, blisters and other defects. The kind of glass to be used shall be as mentioned in the item or specification or in the special provisions or as shown in detailed drawings. Thickness of glass panel shall be uniform. All glass to be approved manufacture complying with IS:3548-196 or as per approved quality and sample.

The compound for glazing to metal is to be special non hardening compound manufacture for the purpose and of 9 brand and quality approved the interior Designer.

In cutting glass, proper allowance shall be made for expansion. Each square of glazing to be in one whole sheet and after cutting the edges to be properly filled.

On completion, clean all glass inside and out, replace all cracked scratched or broken panes and leave in good condition to the satisfaction of the Architect.

3.0 MELAMINE FACED PARTICAL BOARD:

It should be three layered wood-based particle board, such as Nova pan melamine faced preliminated on both sides. Particle board should be ISI 3087 FPPTH (type II, 1965) marked on edges and should also confirm to German din standard DIN 66761. It should impart good bending strength, modules of elasticity, internal bond strength and screw holding strength. Melamine faced surface should has resistant to crack at 100 and should pass cigarette burn test.
4.0 **POLISH:**

The wooden article to be polished shall be first prepared to smooth surface with 400 fit black water proof sand paper. All dents shall be filled with epoxy putty and to be finally finished with DURO, N.C. clear lacquer to a silk smooth finish.

5.0 **PLYWOOD:**

Plywood for general purpose shall confirm to IS 303-1975. It shall be B.W.R grade in the thickness for the commercial type B.W.R grade plywood, formed with O.S. Mm. thickness. Commercial face veneers and 1.5 mm thickness Intermediate veneers in two opposite grain direction shall be 1:1. The moisture content shall not be more than 12.5% by mass. It shall either be of Mafatlal, Kit ply, Archidply make or other equivalent approved made. Where B.W.P. grade is specified it should be boiling water proof confirming to IS standards.

6.0 **FASTENINGS AND HARDWARE:**

6.1 THE fixtures and fastenings, that is, but hinges, tee strap hinges, sliding door stoppers, casement window fasteners, casement stays and ventilators catch shall be made of the metal as specified in the item or its specifications.

6.2 They shall be of iron, brass, aluminium, chromium plated iron, chromium plated brass copper oxidized iron copper oxidized brass or anodized aluminium as specified.

6.3 The fixtures shall be heavy type. The fixtures and fastenings shall be smooth finished and shall be such as will ensure ease of operation.

6.4 The samples of fixtures and fastenings shall be got approved as regards quality and shape before providing them in position.

6.5 Brass and anodized aluminium fixtures and fastenings shall be bright finished.

6.6 Screws, nails, bolts, will be of brass or other non-corrosive metal. In hardware, they will match the finish of the hardware item.

Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws, in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching colour and grain of the wood surface, unless especially detailed.

6.7 **HARDWARE:**

Hinges, locks, latches, door tracks etc. shall be as specified by the manufacture specified. In a variation of this quality of the substitute shall be equal to or better than the original specified, and samples should be submitted to the Architect for prior approval.

6.8 **HARDWARE AND METALS:**

The hardware throughout shall be of approved manufacture and supply well-made and equal in every respect to the samples to be deposited with the Architect. The contractor any be required to produce and provided samples from many different sources before the Architect is able to make a decision and he should allow in his rates for so doing.

Fittings generally shall have a satin chrome or anodized finish unless otherwise specified, and shall be suitable for their intended purposes.
Screws are to match the finish of the article to be fixed and to be rounded of flat headed or counter sunk as required.

Cover up and protect at the brass and bronze surfaces with a thick grease or other suitable protective material, renew as necessary and subsequently clean off and clear away on completion.

Aluminium and stainless steel shall be of approved manufacture and suitable for its particular application. Generally, the surfaces of aluminium shall have an anodized finish and both shall comply with the samples approved the Architect.

All steel brass, bronze, aluminium and stainless-steel articles shall be submitted to a seasonable test for strength; if so, required by the Architect at the Contractor’s expenses.

All brazing and welds are to be executed in a clean and smooth manner rubbed down and left in the flat test and tidiest way, particularly where exposed.

Chromium plated shall be in accordance with B.S. 1224 or as per approved specification and shall be on a base material of copper or brass or as specified by Architect.

**7.0 ENAMEL PAINTS:**

7.1 Oil paints shall be of 1st quality and the specified colour and shade, and as approved. The easy mixed paints shall only be used. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved stainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

7.2 All the paints shall meet with the following general requirements:

(i) Paint shall not show excessive setting in a freshly opened full can and shall easily be re-dispersed with a paddle to a smooth homogeneous stage. The paint shall show no curdling, livering, caking or colour separation and shall be free from lumps and skins.

(ii) Paint as received shall brush easily, possess good levelling properties and show no running or slugging tendencies.

(iii) The paint shall not skin within 49 hours in three quarters filled closed container.

(iv) The paint shall dry to a smooth uniform finish from the manufactures and generally according to their instructions and without any admixtures what so ever.

7.3 Ready mixed paint shall be used exactly as received from the manufactures and generally according to their instructions and without any admixtures what so ever.

**7.4 PLASTIC EMULSION PAINT:**

Pigmented priming coat (emulsion thinned with water) followed by three or more finishing coats of plastic emulsion paint. Pasted filler to be applied every coat exempting the final finishing coat and sanded.

**8.0 LAMINATES:**

All the laminate to be used shall be of 1.0 / 1.5 mm. thickness in approved the colour and shade as proved and specified by the Architect. It shall be matt finish specified in approved make or its equivalent as per the sample shown by the Consulting unless otherwise
specified. It shall satisfy all the I.S.I. standards for melamine coated laminated fibre boards contractor shall have to take approval of the Department for each sheet of the laminates.

9.0 **VENEERS:**

The best quality natural wood veneers of the specified wood and of the specified thickness shall be used. It shall be in matching group and of uniform shade and as per the selection and approval. The contractor shall have to obtain the approval of the prior to pressing of veneers. The contractor shall have to use the brand of veneers as approved by the Architect.

10.0 **RUBBER:**

Natural latex rubber (Geo foam or its equivalent) of specified density and the thickness shall be used for all the cushions and padding for upholstered furniture. Loose cushions of all furniture should have solid foam walling to keep up proper shape.

11.0 **UPHOLSTERY:**

This will be of first-class standard workmanship with webbing no-sag springs, padding and filling as specified on drawing. Covering fabrics will be shown tufted and corded as shown on the drawing.

11.1 **CUSHION VENTS:**

Brass or aluminium “cushion vents” should be installed at the back or underside of seat cushions (especially) those covered in leather vinyl plastic or very tightly women fabric) to allow air to escape and to prevent torn seams.
LIST OF INDIAN STANDARDS REFERED TO

1. I. S. No. 1200 – latest measurement of building and civil engineering work.
   Recommendation for maximum permissible moisture content of Tiber used for different purposes in different climatic zones.
5. I. S. No. 1200 (part XXI) 1973
   Method of measurement of building and civil engineering works. Part XXI woodwork and joinery.
9. I. S. No. 3364 (part II) – 1975, Methods of measurement and evaluation of defects in timber, part II converted timber.
22. I. S. No. 1734 (part I to XX). Plywood method of test for
Part I : General
Part II : Plywood
Part III : Battens

24. I. S. No. 710 – Marine ply.
25. I. S. No. 3087 – 1965. Wood particle boards (Medium density)
34. I. S. No. 2395 (part I) – 1966 & 2395 (part II) – 1967
   Painting to concrete, masonry, plaster surfaces code of practice for part – I operation and workmanship part II – schedule.
37. I. S. No. 137 – 1965. Specification for ready mixed paint brushing, matt or egg – shall flat finishing, interior to Indian standards colours as required.
41. I. S. No. 120 – 1950. Specification for ready mixed paint brushing grey filler for enamel for use over primer.


47. I. S. No. 5884 – Specification for woollen carpets.


51. I. S. No. 3499 – 1976 (part II) chairs for office purposes metal revolving and tilting.


57. I. S. No. 4414 – 1977. Table tops (wooden)


NB. The various items to be used in the interior decoration work shall be of ISI standards. Whenever the items / products do not have ISI mark / standard, shall be got tested for its quality etc. at the laboratory and necessary testing charges shall be borne by the contractor.
# SCHEDULE OF APPROVED MAKES

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Approved Makes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Glass</td>
<td>Modiguard Float / Saint Gobain / Asahi India or equivalent</td>
</tr>
<tr>
<td>2</td>
<td>Comm. Plywood</td>
<td>Greenlam / Samrat / Archidply or equivalent</td>
</tr>
<tr>
<td>3</td>
<td>Acrylic emulsion Paint</td>
<td>Asian Paints / Nerolac Paints / British Paint / ICI Dulux / Jenson Nicholson or equivalent</td>
</tr>
<tr>
<td>4</td>
<td>Adhesives</td>
<td>Fevicol SH / National Starch Vemicol / S. H. National starch or equivalent</td>
</tr>
<tr>
<td>5</td>
<td>Hardware</td>
<td>Efficient Gadget / EBCO / Hettichor equivalent</td>
</tr>
<tr>
<td>6</td>
<td>Laminate</td>
<td>Greenlam / Sun mica (Aica) / Archidply or equivalent</td>
</tr>
<tr>
<td>7</td>
<td>Door Closer</td>
<td>Efficient Gadget / Godrej or equivalent</td>
</tr>
<tr>
<td>8</td>
<td>a. Exposed wood</td>
<td>Ghana teak or equivalent</td>
</tr>
<tr>
<td></td>
<td>b. Intermediate wood</td>
<td>Marandi or equivalent</td>
</tr>
<tr>
<td>9</td>
<td>a Gypsum Board Ceiling</td>
<td>Saint Gobain / Hilux or equivalent</td>
</tr>
<tr>
<td>10</td>
<td>Latex Rubber</td>
<td>Geofoam or equivalent approved by Architect. or equivalent</td>
</tr>
<tr>
<td>11</td>
<td>Lock</td>
<td>Efficient Gadget / Godrej / Dorset or equivalent</td>
</tr>
<tr>
<td>12</td>
<td>Floor spring</td>
<td>Efficient Gadget / Enox / Godrej or equivalent</td>
</tr>
<tr>
<td>13</td>
<td>Mortise lock</td>
<td>(S.S. 304 matt finish): Godrej / Kich / Dunex or equivalent</td>
</tr>
<tr>
<td>14</td>
<td>Melamine polish</td>
<td>Asian / Vemical or equivalent</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Brand(s)</td>
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<tr>
<td>15</td>
<td>Telescopic channel</td>
<td>Godrej/EBCO/Hettich or equivalent</td>
</tr>
<tr>
<td>16</td>
<td>Patch fittings</td>
<td>Ozone / Enox or equivalent</td>
</tr>
<tr>
<td>17</td>
<td>Particle board</td>
<td>DECO board / Nepal board / Novapan or equivalent</td>
</tr>
<tr>
<td>18</td>
<td>MDF</td>
<td>Nuwood / Duratuff / or equivalent</td>
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<tr>
<td>19</td>
<td>Pre-laminated board</td>
<td>Novapan / Decoboard / Royal touch or equivalent</td>
</tr>
<tr>
<td>20</td>
<td>Edge Bands</td>
<td>Rehau or Doellken make or equivalent</td>
</tr>
<tr>
<td>21</td>
<td>Hinges</td>
<td>EBCO / Hettich / Hafele or equivalent</td>
</tr>
<tr>
<td>22</td>
<td>Hot melt glue</td>
<td>ICI / Jowat or equivalent</td>
</tr>
<tr>
<td>23</td>
<td>Chairs &amp; Sofa</td>
<td>Feather lite / HOF or equivalent</td>
</tr>
<tr>
<td>24</td>
<td>Tiles</td>
<td>Somany /Asian (AGL), /Kajaria or equivalent</td>
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<tr>
<td>25</td>
<td>Corian</td>
<td>DuPont / or equivalent or equivalent</td>
</tr>
<tr>
<td>26</td>
<td>Window Blinds</td>
<td>Vista / Neon / S3 or equivalent</td>
</tr>
<tr>
<td>27</td>
<td>Electrical Copper Wire</td>
<td>RR, Polycab, or equivalent</td>
</tr>
<tr>
<td>28</td>
<td>CPVC Drain Pipe</td>
<td>Supreme, Astral, Prince or equivalent</td>
</tr>
</tbody>
</table>

Note: The Contractor should obtain prior approval from EMPLOYER/Architects before placing order for any specific material / agency.
## Information to be furnished by the Contractor

1. Name, registered address and phone numbers
   - Attach documentary proof

2. Whether Registered as a contractor to any Govt./Private Body? Mention the registration number and year of registration.
   - Attach documentary proof.

3. Experience as contractor (give number of years)

4. Important major contracts **executed** in the previous 7 years as follows:
   - (i) three similar works with completion value not less than Rs. 4.50 lakhs **or**
   - (ii) two similar works with completion value not less than Rs. 5.50 lakhs **or**
   - (iii) one similar works with completion value not less than Rs. 9 lakhs.
   - Details to be furnished in the prescribed proforma (Annexure-A)
   - Attach duly certified copy of work completion certificate for all works listed in the Annexure-A.

5. Important contracts **ON HAND** being executed by the contractor
   - (i) three similar works with completion value not less than Rs. 4.50 lakhs **or**
   - (ii) two similar works with completion value not less than Rs. 5.50 lakhs **or**
   - (iii) one similar works with completion value not less than Rs. 9 lakhs.
   - Details to be furnished in the prescribed proforma (Annexure-B)
   - Attach duly certified copy of work order for all works listed in the Annexure-B.

6. Turnover of the firm during last 3 years (ending 31.03.20 including the latest one).
   - CA certified copies to be attached for all years
   - Copy of IT return for the last 3 years may be furnished.

7. PAN No.

8. GST No

Signature of the applicant with full address and office seal

**Note:** Please submit information in Annexure-A and B enclosed herewith
ANNEXURE-A

List of important contracts executed by the contractor in the past 7 years *

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Work including name of the building and location.</th>
<th>Nature of work involved in the contract</th>
<th>Name of The Owner and Indicate whether It Is A State Govt./ Govt Of India Undertaking Or Pvt. Body with Full Address and Telephone Numbers***</th>
<th>Completion Period</th>
<th>Value of the work ** (Rs. in lakh)</th>
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<tbody>
<tr>
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<td>Stipulated</td>
<td>Actual</td>
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* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs. 4.50 lakh and above only.

*** Attach duly certified cop of work completion certificate for all listed works

Signature of the applicant with full address and office seal
## ANNEXURE-B

List of important contracts ON HAND being executed by the contractor*

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Work including name of the building and location.</th>
<th>Nature of work involved in the contract</th>
<th>Name of The Owner and Indicate whether It Is A State Govt./Govt Of India Undertaking Or Pvt. Body with Full Address and Telephone Numbers. ** ***</th>
<th>Stipulated date of completion</th>
<th>Expected date Of completion</th>
<th>Present stage of work with Reasons if the work is getting delayed</th>
<th>Value of the work ** (Rs. in lakh)</th>
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<tbody>
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</table>

* Use separate /additional sheets as per the requirement  
** Mention the assignments where value of works costing Rs. 4.50 lakh and above only.  
*** Attach duly certified copy of work order  

Signature of the applicant with full address and office seal

51  

Signature and Seal
ARTICLES OF AGREEMENT
(to be submitted by the successful bidder)

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

WHEREAS the EMPLOYER is desirous of execution of Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013 and has caused drawings and specification describing the works to be done prepared by M/s. HIREN A. GANDHI & ASSOCIATES

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the supply/works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

2. The EMPLOYER shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.

3. The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

4. This Agreement and documents mentioned herein shall form the basis of this contract.

5. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

6. The Tenderer shall afford every reasonable facility for carrying out all works of other Contractors employed by the EMPLOYER and shall make good any damage done to walls, floors, etc. after the completion of such works.

7. The EMPLOYER reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.

8. Time shall be considered as the essence of this contract and the Tenderer hereby agrees to commence the work/job within the seventh day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.

9. All payments by the EMPLOYER under this contract will be made only at Ahmedabad.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have the jurisdiction to determine the same to the exclusion of all other courts.

11. That the tenderer has visited the site and fully understood the existing conditions of site for execution of work.

12. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

13. IN WITNESS WHEREOF the EMPLOYER has set its hands to these presents through its duly ___________________________ s and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the tenderer is a company).

Signature Clause

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

Shri

(Name & Designation)

In the presence of:

Witness # 1                      Witness # 2
Signature:                Signature:  
Name:                   Name:  
Address:                 Address:

SIGNED AND DELIVERED by the Bidder by the hand of Shri

(Name and Designation)

In the presence of:

Witness # 1                      Witness # 2
Signature:                Signature:  
Name:                   Name:  
Address:                 Address:

53  Signature and Seal
ANNEXURE-D

Performance Bank Guarantee (Initial Security Deposit) Format

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

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, P.O. Box No.8121, Bandra (E), Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to -----------(type of work) at ____________________________ (Place – HO/RO/TE) (hereinafter referred to as “Services”) from ______________________ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. NO._____ Dated_______)and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the _________________________ (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, --------------------------- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ___________ (validity date of BG) money or monies not exceeding a total sum of Rs ______/- (Rupees ___________ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on _________ (validity date) without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ____________.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are purchaser’s principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank’s obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein: -

i) Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees __________only)

ii) This Bank Guarantee shall be valid up to _________ (validity date);

iii) Unless actions to enforce the claims is filed on or before _________ (validity date) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before _________ (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ------------------ day of ------------------ at --------
For and on behalf of ------------------------ Bank.

sd/- ----------------------------------
Letter of Indemnity and Undertaking (to be submitted by the successful bidder)

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

Dear Sir

"Tender for Renovation Work of 3 Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad - 380013"

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

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

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

We, the said _________________ (bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

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

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

Yours faithfully

(Name and Designation) of __________________
Pre- Contract Integrity Pact

(to be submitted by all bidders along with Technical bid)

Between

National Bank for Agriculture and Rural Development (NABARD)

hereinafter referred to as "The Principal"

And

................................................ hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for....................................... The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to
obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors
(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is Shri Pramod Kumar Sangewar, IRSS (Retd.), H. No. 12-5-65/1, Flat No. 109, Sri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda, Secunderabad 500017, Telangana State

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information and of `Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him~ by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 - Other provisions**

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal) (For & on behalf of the Bidder/Contractor)

(Office seal) (Office seal)

Witness 1: Witness 2:

(Name & Address) (Name & Address)
PRICE BID
(Part-II)
## SCHEDULE OF QUANTITIES

Tender for Renovation Work of 3 GM Type Cabins on 2nd, 5th and 7th floor, NABARD Tower, Usmanpura, Ahmedabad – 380013

<table>
<thead>
<tr>
<th>S.No</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Renovation of existing aluminium cum particle board partition with veneer on inside and outside</td>
<td>Smt</td>
<td>54.00</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Removing pre-laminated particle board from existing partition and Providing and fixing 6+6 mm thick comm. ply wood with <strong>4mm thick melamine polishes finished veneer on inner side and laminate on outer side.</strong> Open edge also finished with 6mm ply and 4mm thick veneer. Finished with all necessary hardware and fittings and groove. Ant termite treatment to be apply in partition before fixed plywood. Length x height to be consider for mode of measurement and payment.</td>
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<tr>
<td>2</td>
<td>Removing existing door</td>
<td>Smt</td>
<td>9.00</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Removing existing door with all fittings and hardware.</td>
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<tr>
<td>3</td>
<td>Proposed door (partly glass)</td>
<td>Smt</td>
<td>9.00</td>
<td></td>
<td></td>
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<td></td>
<td>Providing and fixing 32mm flush door finished with 4mm <strong>thick veneer on inner side and 1.0mm thick laminate on outer sides</strong> and open edges. Partly 5.0mm thick glass to be provided with Ghana teak beading. Veneer and teak wood beading to be finished with melamine polished. Door having a approved make floor spring, SS handle and lock.</td>
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<tr>
<td>4</td>
<td>Veneer paneling on walls inside cabin</td>
<td>Smt</td>
<td>120.00</td>
<td></td>
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<tr>
<td></td>
<td>Supply &amp; Fixing wall paneling made from 50mmx25mm aluminium frame at 600mm x 600mm c/c distance clad with 6mm +6mm thick comm. ply with 4mm thick veneer in nature coat polished, 10mmx10mm groove to be provided as per the given instruction of Employer and to be completed as per the detailed drawings. Length x height to be consider for mode of measurement and payment.</td>
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<td></td>
<td>Description</td>
<td>Unit</td>
<td>Rate</td>
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<tr>
<td>5</td>
<td><strong>Wooden flooring</strong></td>
<td>Smt</td>
<td>75.00</td>
<td></td>
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<td></td>
<td>Supply &amp; laying of 8 mm to 8.33mm thick laminated wooden flooring, classification of use 31/23 with a surface abrasion resistance of class AC4. 0.2 mm thick wear layer on top of a high density fiber substrate. Plank size 1215 mm x195 to 197mm having locking arrangement with an under laying made of natural colour foam, with accessories like end profile, transition profile, reducer, stair nosing, the item including supplying and fixing of skirting profile &amp; door profile to the flooring. etc., complete as per manufacturer’s specification, detailed technical specifications, drawings and as per the Employer.</td>
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<td>7</td>
<td><strong>Removing existing switch board</strong></td>
<td>No</td>
<td>15.00</td>
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<td></td>
<td>Removing existing switch board from wall and proposed approved make new switch board on paneling with required wiring.</td>
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<td>8</td>
<td><strong>Repairing work</strong></td>
<td>1</td>
<td>3.00</td>
<td></td>
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<tr>
<td></td>
<td>Miscellaneous work such as repairs/refitting ceiling portion, split A.C.,AC grill, Broken ceiling tiles, gypsum ceiling, Floor raceway cutout etc. and such minor works Contractor is advise to visit before quote tender rates. No extra payment will be paid for repairing work.</td>
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<tr>
<td>9</td>
<td><strong>Renovation of window</strong></td>
<td>Smt</td>
<td>10.50</td>
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<tr>
<td></td>
<td>Removing existing glass window and providing and fixing partly fixed and partly top hung tinted glass window with aluminium powder coated section.</td>
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**Total**

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<tr>
<th></th>
<th><strong>GST @ 18%</strong></th>
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<tr>
<td></td>
<td>Amount</td>
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</table>

**Note:**

1. **The basic rate for Veneer is Rs. 1200/ sqm**
2. The tenderers should visit site and assess site conditions and scope of work before quoting the rates.
3. **The prices should be inclusive of all accessories, hardware and fittings including additional / extra equipment and commissioning inclusive of all taxes.**
4. The contractor should have valid GST registration. While raising RA/final bills, the contractor should write their GSTIN number in the Tax Invoice and should also clearly indicate applicable SGST/CGST amounts payable. Any changes in GST rate prevailing shall be applicable on the quoted rates.
5. The work is to be undertaken as per instructions provided by the EMPLOYER.
6. The work is to be completed in accordance to the technical specifications specified in the Tender Document.
7. The work is to be completed as per the drawings provided along with the Tender Document.
8. All the measurements of the work shall be recorded on Measurement Book at site, jointly by the contractor and EMPLOYER.
9. The contractor should clean the work area on daily basis and remove all the debris of work as and when instructed by EMPLOYER.
10. The L-1 agency will be decided on the basis of total amount quoted for the work in the Price Bid.
11. The contractor has to quote for all the items of the tender. Incomplete tenders and tenders without EMD will be rejected.

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

Place : 
Date : (Signature of the Tenderer)
Address :

Name and Seal
DRAWINGS

RENOVATION OF EXISTING PARTITION

6700.0

REMOVING EXISTING DOOR AND PROPOSED V/L FINISHED DOOR

WOODEN FLOORING

CABIN

REMOVING EXISTING WINDOW AND PROPOSED ALLU. PARTLY FIXED PARTLY TOP HUNG WINDOW

VENEEER FINISHED WALL PANELING

Signature and Seal
LIGHT SHADE V.  DARK SHADE V.

6mm thick ply with 4mm thick veneer in melamine polished & 10mmx10mm groove

6mm thick ply

50mmx25mm Aluminium Section

ELEVATION - C  SECTION

Produced by an Autodesk Educational Product

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Signature and Seal
6+6mm thick ply with 1mm thick laminate and 6mmx6mm groove
12mmx12mm thick groove

Existing A.C. Duct

EXISTING GYPSUM F.C.

CABIN

SECTION

ELEVATION - B

A - B

5.5m

2100

7.5m

Existing a.c grill

existing glass

ELEVATION - A

6+6mm thick ply with 4mm thick veneer in melamine polished and 10mmx10mm groove

produced by an autodesk educational product

Signature and Seal