

**TENDER DOCUMENT FOR**

**Painting (Internal) & General Repair Works of 10 flats located**

**at**

**NABARD Officers' Quarters, Sitapur Road, Lucknow**

**NAME OF  
TENDERER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Last Date of Submission: 16.02.18**

**Time: Till 14: 30 Hrs**



**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
11, VIPIN KHAND, GOMTI NAGAR  
LUCKNOW - 226 010**

**This tender consist of pages from 01 to 22.**

## **NOTICE INVITING TENDER**

Ref. No.NB/UPRO-DPSP/ 178 /10 Flats-Sitapur Road/2017-18

Date: 08.02.2018

**From Empaneled contractors only.**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/s,

SUB: Painting(Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow

Tenders are invited from eligible empanelled contractors for the captioned work. The tender form can be obtained from the office of Chief General Manager, NABARD Uttar Pradesh Regional Office, 11, VipinKhand, Gomti Nagar, Lucknow or before 16.02.2018 after satisfying the fulfillment of the criteria mentioned therein.

The sealed tender in the prescribed tender form in envelopes as follows should be addressed to Chief General Manager, NABARD, 11, VipinKhand, Gomtinagar, Lucknow - 226010 and super scribed as "Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow". The envelope shall be dropped in the Tender Box provided at the second floor **not later than 14:30 Hrs on 16.02.2018.**

If the last date of receipt or opening of the tenders happens to be a holiday for NABARD, then the receipt and opening by the tenders shall be shifted to next working day without change of time and venue.

NABARD also reserves the right to negotiate or partly accept any or all, in part or in whole the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NABARD for negotiation etc., if required. Tenders, which do not fulfill all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to The Chief General Manager, NABARD, 11, Vipin Khand, Gomtinagar, Lucknow - 226 010 , who will review the questions and where information sought is not clearly indicated or specified. NABARD will issue clarifications to all the tenderers, which will become part of the contract document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender documents or any doubts as to their meaning are not brought to the notice of NABARD, before three working days prior to the date of submission of the tender.

You are advised to ensure strict observance of commercial aspect of this tender and also of the following points:-

- a. Time of Completion-**21 Days** including monsoon months from the 10<sup>th</sup> day of issue of letter of acceptance for tender.
- b. The onus of Cooperation with other contractors for any disciplines in services lie on the tenderer.
- c. It may please be noted that all documents that comprise the tender documents should be signed and sealed by the tenderer.
- d. No part of the bill of quantities including specifications should be deleted.
- e. Validity of offer: **90 days** from the date of opening of price bids.
- f. Defects liability Period:**12 months** from the date of virtual completion, as certified by NABARD.

- g. Liquidated damages: for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
- h. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- i. The successful tenderer will enter into agreement with NABARD as per the standard format given in the tender on a non-judicial stamp paper as per prevailing Stamp Act of the State within 14 Days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
- j. EMD: **Rs.20,000/-**
- k. Cost of Tender :**Rs. 500/-**.

## **CRITERIA OF ELIGIBILITY FOR ISSUE OF TENDER DOCUMENTS**

### **Pre-qualification condition: For Empaneled contractors only**

This Notice Inviting Tender (NIT) shall also form part of the Tender Documents.

1. Each tender will comprise of Notice Inviting Tender, Form of Tender, Instructions to Tenderers, Articles of Agreement, General and Special Conditions of Contract, Detailed Specifications and Schedule of Quantities.
2. This Tender shall not include any conditions whatsoever. In case any conditions are included in the tender, the same shall not be taken into consideration. Further, the tender in such case is liable to be rejected.
3. Earnest Money Deposit (EMD) of Rs. 20,000/- and tender cost of Rs. 500/- by way of directly crediting our Current Account as per details given below may be made. EMD & Tender cost will not be received through cash or cash transaction in Bank account. Such tenders will be rejected without assigning any reason.
4. Tenders without EMD and Tender's cost shall be rejected. EMD and the tender cost shall not bear any interest. Challan for EMD and tender document fee should be enclosed with the tender, failing which the tender shall be rejected. The details of NABARD current account is as per the details given below:-

Payee Name	: NABARD
Current Account No	: 555011000127
Name of the Bank	: KOTAK MAHINDRA BANK LTD.
Address	: Shahnazaf Road Branch, Lucknow - 226001
IFSC Code	: KKBK0000141
5. Tenders received late on account of any reason whatsoever and telegraphic and faxed/post tenders shall not be entertained.

Yours faithfully,

**Sd/-**

**(Amit Lal)**  
**Asst. Gen. Manager**

## FORM OF TENDER

Place :

Date :

Chief General Manager,  
National Bank for Agriculture  
and Rural Development,  
Lucknow.

Dear Sir

Having examined the specifications and schedule of quantities relating to the work/s specified in the memorandum hereinafter set out and having visited and examined the site of the work/s specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

(a)	Description of work/s:	<b>Painting (Internal) &amp; General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow</b>
(b)	Earnest Money:	<b>Rs. 20,000/-</b>
(c)	Percentage, if any, to be deducted from bills:	<b>5%</b>
(d)	RMD:	5% of bill value subject to the maximum of total value of Work done.
(e)	Time allowed for completion of the work/s from tenth day after date of written order i.e. date of commencement:	<b>21 Days</b>
(f)	Liquidated Damages	<b>0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.</b>

- Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the National Bank for Agriculture and Rural Development the amount mentioned in the said conditions.
- I/We have deposited Rs.20,000/- as Earnest money and Rs.500/- as Tender Cost with the NABARD's current account at Lucknow which will not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. 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. The cost of the tender will not be refunded in any case.

4. "Initial Security Deposit (ISD)" of 2% of accepted value of the tender shall be provided by the successful tenderer in form of bank draft from a scheduled bank within 15 days of intimation to him of acceptance of tender or may be directly credited to Bank's current account. The EMD already furnished shall be taken in to account while determining the ISD. In other words EMD shall become a part of ISD. The ISD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract. The ISD will not bear any interest.
5. I / We agree to pay Income-tax, GST, Sales-tax, Works Contract Tax, Labour Welfare Fund Charges, Excise /Octroi duties and all other taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates quoted by me /us are inclusive of all such taxes and charges including GST, change in tax etc. as are applicable and the rates quoted by me/us are firm and not subject to any change due to fluctuations in any taxes or in the market..
6. I / We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.
7. I / We agree to keep our offer open for 90 days from the date of opening of bid.

Signature of Contractor  
With seal & stamp

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, between the National Bank for Agriculture and Rural Development, Lucknow having its Head Office at Mumbai - 400 051 (hereinafter called "the Employer") of \_\_\_\_\_ the \_\_\_\_\_ one part and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of **"Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow."** (hereinafter referred to as "work" and has issued a tender (Ref No. \_\_\_\_\_ dated \_\_\_\_\_) describing the works to be done.

In response to the said tender of NABARD, the Contractor has submitted and agreed for work as per terms and conditions mentioned in the tender hereinafter referred as "Tender Document" and NABARD has accepted the Tender Documentsubmitted by the contractor and has issued a work order (Ref. No \_\_\_\_\_ dt \_\_\_\_\_). The terms used but not defined in this Agreement shall have full meaning given to such terms in the Tender Document for work.

### NOW IT IS HEREBY AGREED AS FOLLOWS

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a. Tender Documentsubmitted by the Contractor and accepted by the Employer for the work
  - b. Letter of Award of work to the Contractor by the Employer
  - c. Any other document specifically indicated to be included in the contract agreement and mutually agreed upon by both the parties

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause :

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of Shri \_\_\_\_\_ (name and designation) in the presence of

(1) \_\_\_\_\_

Address : \_\_\_\_\_

(2) \_\_\_\_\_

Address : \_\_\_\_\_

SIGNED AND DELIVERED BY \_\_\_\_\_ in the presence of \_\_\_\_\_

(1) \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

The COMMON SEAL OF \_\_\_\_\_ was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ in the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Directors, who have signed these presents in token thereof in the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

SIGNED AND SEALED BY the Contractor by the hand of Shri \_\_\_\_\_ and duly constituted Attorney.

## **GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS**

1. No tender will be received after **14:30 Hrs on 16.02.2018** under any circumstance whatsoever.
2.
  - (a) Tenders will be opened at 15:00 Hrs **on 16.02.2018** at his office by Chief General Manager, National Bank for Agriculture and Rural Development, Lucknow or any other officer designated for this purpose by him in the presence of the other officials and the tenderers or their representatives, should they choose to be present.
  - (b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.
  - (c) The tenderer must use only the forms issued by the Employer to fill in the rates.
3.
  - (a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.
  - (b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. No advice of any change in rate or conditions after the opening of the tender will be entertained.
  - (c) Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.
  - (d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to tender into the proposed contract. Otherwise the tender may be rejected by the Bank.
4. Under no circumstance, earnest money deposit or the cost of the tender will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
5. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement but the written acceptance by the National Bank for Agriculture and Rural Development, of a tender will constitute a binding contract, between the National Bank for Agriculture and Rural Development and the person so tendering, whether such formal agreement is or is not subsequently executed. The cost of the Stamp paper is to be borne by the successful tenderer.
6. In addition to the Earnest Money Deposit and ISD and as further security for the due fulfillment of the contract by the contractor, 5% of the value of work done will be deducted by the Employer as Retention Money from each payment to be made to the Contractor. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his retention money and the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
7. The contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer.



8. The Schedule of probable Quantities is liable to alteration by omission, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
9. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
10. The rates quoted in the tender shall include all charges for scaffolding, centering, hire charges for any tools and plants, sheds for material, marking out and clearing of site, watering etc. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or taxes or any conditions whatsoever. Tenderers must include in their rates sales tax, service tax, works contract tax, excise duty, octroi and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable. No claim in respect of any taxes or levy shall be entertained by the Employer. TDs as applicable will be deducted from the payments to be made to the tenderer.
12. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. If the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined by the Liquidated Damages clause. The tenderer shall before commencing work prepare a detailed work program, which shall be approved by the Employer.
13. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
14. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
15. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
16. The Employer will provide water and power required for the work free of cost at a suitable point and the contractor shall make his own arrangement to carry the same as required. The Contractor should ensure that the water and power facility provided by the Employer are not wasted.
17. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any

cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Explanation:**

For the purpose of this condition, the expression “from the commencement to completion of work” shall mean the time commencing from the issue of the work order to the contractor and ending with the issue of Virtual Completion Certificate.

18. We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's proforma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.

I / We hereby declare that I / We have read and understood the above instructions for the guidance to tenderers.

Witness

Signature of Tenderer(with seal & stamp) :

\_\_\_\_\_

Address:\_\_\_\_\_

Date:

\_\_\_\_\_

**ANNEXURE "A"**  
**SAFETY CODE**

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
19. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10.
  - (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - (ii) Suitable face masks should be supplied for use by the workers when the paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## **SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

1. The Contract shall remain in the custody of Employer and shall be produced by him at his office as and when required by the Contractor.
2. The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specification taken together whether the same may or may not be particularly shown or described therefrom, and if the Contractor finds any discrepancy in the writing refer the same to the Employer who shall decide which is to be followed.
3. The Contractor shall conform to the provisions of any Act of the Law relating to the works, and to the Regulations and Bye-Laws of any authority and of any Water, Lighting and other Companies and shall before making any variations from the Specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.
4. The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims' and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
5. Suitable and strong scaffoldings should be provided for workmen for all works that cannot safely be done from ground or from solid constructions. No extra payment shall be made for this unless specifically mentioned.
6. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person.
7. The Contractor shall give all necessary personal superintendent during the execution of the work, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any direction, explanation, instructions or notice given by the Employer to such representative shall be held to be given to the Contractor.
8. The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconducts himself, and such person shall not be again employed on the work without the permission of the Employer.
9. The Employer, and their respective representatives shall at all reasonable times have free access to the works and/or to the workshop, factories OR other places where materials are lying or from which they are being obtained, and the Contractor shall give every facility to the Employer, and their representatives necessary for inspections and examination test of the materials and workmanship. No person unauthorized by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.

10. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof ascertained by the Bank shall be added to or deducted from the Contract amount (as the case may be) provided that there shall be no rectification or error in the Contractor's Schedule of Rates.
11. 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 prices stated in the Schedule of Quantities and/or the schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
12. Any defect, or other faults which may appear within the "Defects Liability Period" stated in the appendix hereto or, if none stated, then within 12 months after the virtual completion of the works arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract shall upon the directions in writing from the Employer, and within such reasonable time as shall be specified therein, be mended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other person to amend and make good such defects, or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer from the amount which may become due to the Contract, or the Employer, may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum equivalent to the cost of amending such work. In the event of the amount retained under EMD/RMD/ISD being insufficient, recover the balance from the Contractor, together with any expense the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub - Contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 15, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof.
13. The Works shall not be considered as completed until the Banks' has certified in writing that they have been virtually completed and Defects Liability Period shall commence from the date of virtual completion mentioned in such certificate.
14. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or damages arising from carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contractor. This Clause shall be held to include, inter alia, any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to buildings and works forming the subject of this Contract, by frost or other inclemency of weather. The Contractor shall indemnify them and hold him harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims. The Contractor shall reinstate all damages of every sort mentioned in this Clause, so as to delivery up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.
15. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer

whether under various Act or any other statute in force during the currency of this Contract in respect of any employee of the Contractor or any Sub-Contractor. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damages from any or all sums due or to become due to the Contractor.

16. If the Contractor fails to complete the work by the date stated in the Appendix or within any extended time hereof the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages and the Employer may deduct damages from any moneys due to the Contractor.
17. If in the opinion of the Employer the works be delayed (a) by force majeure or (b) reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or Public Authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesman engaged or nominated by the Employer and not referred to in the Schedule or Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders, the Employer may make a fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lock-out, the Contractor shall as soon as may be, give written notice thereof to Employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required, to the satisfaction of the Employer to proceed with work.
18. The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.
19. 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 parties hereunder that the decision of the Employer or its Chief General Manager is final and binding.

stamp)

Place & Date :

Signature of Tenderer(with seal &

Address : \_\_\_\_\_

**APPENDIX HEREIN BEFORE REFERRED TO**

1.	Defects Liability Period	One Year
2.	Period of Final Measurement	60 Days
3.	Date of Commencement	10th day of Issue of work order.
4.	Date of Completion	Date of virtual completion of the work
5.	Value of works for Interim Certificates	Nil.
6.	Retention Percentage	5% of the bill value.
7.	Total Retention Money (Earnest Money + Retention Money)	5% of total value of work.
8.	Return of retention Money	One year after completion of Virtual completion certificate and successful completion of defect liability period.

**Scaffolding:** If required scaffolding is to be provided to complete the item as per BOQ.

The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstance shall be admissible.

The scaffolding thus erected shall have to be got approved from the Bank or his representative before commencing the work or actual painting.

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

**PROFORMA OF THE INDEMNITY BOND**  
(ON THE APPROPRIATE VALUE OF NON-JUDICIAL STAMP PAPER)

TO,  
THE CHIEF GENERAL MANAGER,  
NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT,  
11, VipinKhand,  
Gomtinagar,  
Lucknow - 226011

Dear Sir,

"Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow" Works Order No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by NABARD to M/s. \_\_\_\_\_.

Agreement between M/s. \_\_\_\_\_ and NABARD Dated \_\_\_\_\_ Furnishing of Indemnity Bond by the Contractor against the claims of the Government and other Statutory Authority in respect of the "Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow."

WHEREAS

- a. The National Bank for Agriculture and Rural Development (NABARD in short) is getting "Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow."
- a. NABARD has invited tenders for the work of "Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow."
- a. It is one of the conditions of the tender that the tender rates shall be firm and shall not subject to variation on account of imposing of any taxes, duties, excise duty, Octroi, service tax etc. by the Government (Central or State) or by any other statutory authority of tenders by NABARD and that the Contractor shall indemnify NABARD from any or all of the claims in future from the Government (Central or State) or any other Statutory Authority in this behalf.

Now, therefore, this indemnity witness that:-

1. In Pursuance of the above we, M/s. \_\_\_\_\_ do hereby agree to indemnify and keep indemnified NABARD from any loss, damages, costs, charges, fine and expenses which may be incurred or sustained by NABARD on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, service taxes etc. on the materials or otherwise during the discharge by us of the said work of "Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow."
2. We M/s. \_\_\_\_\_ further agree and undertake to bear and pay the said taxes, duties, octroi etc. as and when imposed by the Government, Central or State.
3. Any third party claims, civil or criminal complaints, liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
4. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.



5. Any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act, 1923 and Employer's Liability Act, 1938 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
6. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.
7. We shall not revoke it without the written consent of NABARD.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_.

Signature of the Contractor

Seal

Name of Authorized Person.

## **Schedule A: SPECIFICATIONS**

### **General**

- i. The entire work shall be done in first-class manner. The Contractor shall use materials of best quality and of approved manufacturers.
  
- ii. Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment. The work shall be carried out without any inconvenience to the occupants/officers. The rates quoted shall include covering of furnitures and for handling and re-arranging the furniture etc. and any damage to property caused by the Contractor, shall be made good by the Contractor at his cost. The work, shall be done in sequence to complete all works required to be done, in shortest time as possible.

### **Mode of Measurements**

All measurements shall be in metric units. Length and breadth to be measured correct to a centimeter.

### **Specifications**

All the items of work shall be executed as per IS/BIS / CPWD specifications/standards relevant for carrying out the item/work. No deviations from IS/BIS norms shall be allowed. In case of any absence of standard, the directions of the Bank shall be followed.

---

\*\*\*\*\*

---

## **PREAMBLE TO SCHEDULE OF QUANTITIES**

The "Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters, Sitapur Road, Lucknow."

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities including the preamble to the schedule of quantities supersedes Technical specifications, General and Special conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained once the contract is awarded.
4. Rate to be quoted against any item in the Schedule of Quantities shall be inclusive of all the materials, labour, equipment, facilities and direct and indirect overheads and profits necessary for safe and timely completion of item in accordance with the specifications.
5. Mode of measurements for any item shall be in accordance with IS/BIS standards, if not mentioned in the item specifications. If there is any discrepancy, the decision of NABARD shall be final.
6. Quantities allocated for various items are based on general inspection and as such they are only approximate. Variations to any extent are possible during actual execution for individual items as well as for whole work. It shall be the responsibility of bidder to assess the extent of variations and to account for the same in the quoted bid, no extra claim shall be entertained on account of variations in quantities for whatsoever reason.
7. If no rate/amount is mentioned against any of the items in Bill of Quantities, the same shall be considered to be covered in the quoted items.
8. Notes given in the Bill of Quantities should be read carefully before quoting the rates.
9. All quoted rates shall be inclusive of all taxes, Government Sales Tax (State & Central), service tax, GST or any other taxes inclusive of octroi and excise duty, levies, wages, etc. as per minimum wages Act etc. No other claim whatsoever in this respect shall be entertained. The rates shall be firm for the duration of this contract plus authorized extension period, if any.
10. Rate quoted by the contractor shall include for removal of debris out of premises to the safe Municipal Corporation limits, removing stains and cleaning the site thoroughly and unless the same is done to the satisfaction of the Consultant/NABARD, the bill will not be settled.
11. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax.

12. The BIS/CPWD specifications shall be followed wherever applicable, and in the absence of it, the decision of NABARD will be final in respect of the specifications given by the NABARD.
13. The tender rates shall be firm and shall not be subjected to variations on account of fluctuations in market rates, taxes or any other reasons whatsoever.

#### 14. RATES TO BE FILLED IN BILL OF QUANTITIES

The tenderer is requested to fill up rates both in figures and words. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.

- (a) When there is a difference between the rates in figure and in words, the rates, which correspond to the amounts worked out by the contractor shall be taken as correct.
  - (b) When the amount of an item not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
  - (c) When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
15. The clients do not bind themselves to accept the lowest or any tender and reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
  16. Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate tender for any provisions as necessary.

**Note :**

- i. Workmanship should be of high quality, else, no payment shall be made.
- ii. Work should be completed within the stipulated time limit.
- iii. Contractors are advised to visit the site and understand the scope of work before quoting the rates. The rates quoted shall include the following:
  - a. Removal and carting away all the debris from Employer's premises after cleaning the floors etc. with water and removing all paint spots and stains by using any approved paint remover if required to the satisfaction of Employer.
  - b. Scaffolding /Double scaffolding (wherever applicable) unless specifically mentioned.
  - c. All articles or furniture, equipment etc. shall be protected by covering with polythene sheet or tarpaulin etc. and the furniture rearranged and floors cleaned and mopped after the day's work.
  - d. The work shall be carried out both during/after working hours and even on holidays if situation so warrants.
  - e. Painting of hardware fittings wherever directed in case of painting of doors and windows, if applicable, shall be included in the quoted rates.
  - f. Painting all picture hooks, fan hooks, coat hangers, battens, hooks etc, if applicable, shall be included in the quoted rates.
  - g. Curing the items of work involving the use of cement and waterproof paints, if applicable, shall be included in the quoted rates.

- h. Removal of stains on floor, wall, ceilings, glasses etc, if applicable, shall be included in the quoted rates.

**DECLARATION BY THE CONTRACTOR**

We/I have read and understood all the instructions/conditions stated above and We/I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place :

Signature of Contractor( with Name and Seal)

Date:

Address :

## SCHEDULE OF QUANTITIES

Painting (Internal) & General Repair Works of 10 flats located at NABARD Officers' Quarters,  
Sitapur Road, Lucknow.

S. No.	Item	Qty	Unit	Rate	Amount
1	Removing Oil bound distemper/white wash/cement paint by scrapping, sand papering and preparing the surface smooth including filling of putty in holes, necessary repairs to scratches etc. complete.	389.85	Sqm		
2	Distemping with 1st quality Acrylic washable distemper of approved brand and manufacture desired colour to give and even shade - two or more coats over and including priming coat with cement primer.	389.85	Sqm		
3	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade one or more coats an old work	99.4635	Sqm		
4	Repairs to plaster of thickness 12mm to 20 mm in patches including cutting the patch in proper shape and preparing & plastering the surface of the walls including provision of chicken mesh complete and disposal of rubbish as directed by the Employer - With 1:4 cement mortar (1 cement : 4 coarse sand)	86.25	Sqm		
5	Painting (one or more coats) on rain water, soil, waste & vent, pipes, fittings with black anticorrosive bitumastic paint of approved brand and manufacture on old work. 100 mm dia		Per flat		
6	Complete RCC sunshade breaking, casting including cost of shuttering, centering, rebars, concrete plaster, bars etc complete approx size 1.50m*.9m*0.15m	2	No.		

7	Providing and applying 1 mm thick Birla Wall / Wall Plast Wall Putty on very rough walls, two coats and sand papering	166.75	Sqm		
<b>Grand Total</b>					

1. It is mandatory to quote for all the items of the price bid and L-1 will be decided on the basis of total quoted amount. If no item has been quoted it will be deemed to have been included in the quoted rates.
2. Scaffolding if required in any item of the work has to be included in the quoted rates. No additional charge shall be given for this.
3. Rate of GST/CGST/SGST will be as per rate fixed by Govt. The rates quoted will be deemed to be inclusive of all the prevailing taxes including GST/Excise/Octroi etc. No extra payment shall be made by the Bank on any account whatsoever.
4. The contractors are advised to visit at site before quoting the rates and for the assessment of the work.
5. The Bank will also get the repair/painting works done in areas other than those mentioned in the tender such as staircases etc. as per its discretion.
6. The items indicated in the BOQ are for that of complete/finished work. Anything not explicitly written/indicated in the item but required to complete /finish the item is deemed to be included in the item and no extra payment shall be made for any such items. If the contractor fails to execute, then the same shall be got done by the Bank and the cost shall be recovered from the contractor from his payments.

Place :

Signature of Contractor (with Name and Seal)

Date:

Address