E-Tender For Major Repair Works of 23 NABARD Officers Flats Located at Modern Housing Complex, Manimajra, Chandigarh

PROJECT ARCHITECT
CREATIVE CONSORTIUM

SCO: 55-56-57 (SF), Swastik Vihar, MDC, Sector-5, Panchkula – 134109
TEL: 0172-2556694, 5066615, M Ph. 09417256694, 09855536694, 09814011797
E-MAIL – creativeconsortium.india@gmail.com

Date of Issue of Tender : 26/07/2021
Date of Pre-bid meeting : 05/08/2021
Last date for submission of E-Tender: 2:30 PM on 16/08/2021
Opening of Technical Bid : 3:00 PM 16/08/2021

Chief General Manager

राष्ट्रीय कृषि एवं ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
हरियाणा क्षेत्रीय कार्यालय, सेक्टर 34 A, चंडीगढ़
Haryana Regional Office, Sector 34 A, Chandigarh
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Important Definitions

1. “NABARD” means National Bank for Agriculture and Rural Development.
4. “RO” means Haryana, Regional Office.
5. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.
7. “Tenderer” or “Contractor” shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and theirs legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. “Contract Price” shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. “Appellant Authority” shall mean the Chief General Manager, Head Office of the Bank (the Employer), who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
11. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
12. “Drawing” shall mean all drawings and/or design drawings of the installations and manual of operation of various equipments or any such reference for operation and maintenance furnished by the tenderer/sketches duly signed by the authorised Bank Officer or the Consultant on behalf of the employer during the progress of the work.
13. “Letter of Acceptance” shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Haryana Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Haryana RO, Chandigarh to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for providing Electrical Operation and Maintenance Services at the Bank Office Premises at Sector 34 A, Chandigarh and 70 Residential Flats at MHC, Manimajra, Chandigarh as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.
Notice Inviting Tender

Ref. No. NB. Har. DPSP/ 935 / Major Repair – 28 / 2021-22
26 July 2021

To

Six Empanelled Agencies only

1. Rattan Builders Pvt. Ltd, Chandigarh
2. Ika Furniture, Chandigarh
3. Pathak Construction Consortium, Chandigarh
4. Competent Constructions, Chandigarh
5. Mahendra Realtors & Infrastructure Pvt. Ltd., Mumbai
6. Mahendru Consultants, Delhi

Madam/ Sir

Notice Inviting Tender – Two part E-tender for Major Repair Works of 23 NABARD Officers Flats Located at Modern Housing Complex, Manimajra, Chandigarh

1.1 Invitation for Bids

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

NABARD, Haryana Regional Office, Chandigarh intends to invite Techno-Financial Bids (two bid system through e-tendering) from six empanelled bidders (pre-screening done through by inviting advance tender), for Major repair works of 23 NABARD Officers Flats Located at Modern Housing Complex, Manimajra, Chandigarh

1.2 Objectives of the Tender

NABARD, Haryana Regional Office, Chandigarh intends to invite Techno-Financial Bids (two bid system) from empanelled bidders, for providing carrying out Major repair works of 23 NABARD Officers Flats Located at Modern Housing Complex, Manimajra, Chandigarh. The tender document is being sent through e-mail for a cost of Rs. 1500/- (inclusive of GST) as well as available on NABARD website – www.nabard.org.

1.3 Tender Submission

The Bids can be submitted through e-tendering (e-bid) mode by login to e- Procurement portal of
NABARD (https://nabard.eproc.in/) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically in the e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password.

For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow ‘Bidding Manual’ available on e-Procurement Portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e- procurement process (contact details are given below):

Sachin, M Ph : 9833091866
Fairlin Jivin 0124-4302000 ext 112
Ujwala Shimpi 022-6686 5608
Saranraj Niacker 0124-4302000 ext 110
Email: nabardsupport@c1india.com

The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (https://nabard.eproc.in/) for download from 03:00 PM onwards from 26/07/2021 and also on NABARD’s website https://www.nabard.org/ as well as from Central Public Procurement Portal (for reference purpose only)

1.4 Tender Schedule

The details related to Bid Collection and submission are given below:

<table>
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<th>Bid Reference number</th>
<th>NB.HR.RO/ 935 / Major Repair -28/ 2021-22 dt. 26/07/2021</th>
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<tbody>
<tr>
<td>Cost of Tender</td>
<td>₹ 1500/- (inclusive of GST) and non-refundable through NEFT</td>
</tr>
<tr>
<td>Earnest Money Deposit (Initial Interest free security deposit and Refundable)</td>
<td>₹ 50000/-(Rupees Fifty thousand only) by way of NEFT</td>
</tr>
<tr>
<td>(To be paid before submission of the Bid &amp; its acknowledgement have to be uploaded)</td>
<td>Both Amount : Rs. 51,500/- to NABARD current A/c as per the bank details given below :</td>
</tr>
<tr>
<td>The total security deposit will be 2% of award amount and balance shall be deposited within seven days from award date.</td>
<td>Name of the A/c Holder : National Bank for Agriculture and Rural Development</td>
</tr>
<tr>
<td></td>
<td>Bank Name : NABARD</td>
</tr>
<tr>
<td></td>
<td>Branch Name : Head Office, Mumbai</td>
</tr>
<tr>
<td></td>
<td>IFSC : NBRD0000002</td>
</tr>
<tr>
<td></td>
<td>A/C No : NABADMN40</td>
</tr>
<tr>
<td>Date of issue of the Tender</td>
<td>26 July 2021</td>
</tr>
<tr>
<td><strong>Last date for submission of pre-bid queries/clarifications</strong></td>
<td><strong>04 August 2021 upto 2.30 p.m. and your details may be shared for sending link for online Pre-bid meeting</strong></td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>Pre-Bid Meeting</strong></td>
<td><strong>05 August 2021 at 11.30 A.M. – agencies may join physically or through online. It will be held in conference room, Ist Floor, NABARD Haryana Office, Chandigarh. The pre-bid clarifications will be issued and will be part of tender, if any. If no agency comes for pre-bid meeting till 12:00 Noon, it will be presumed that all bidders have understood the tender. NABARD reserves the right to revise complete technical and price bid after pre-bid meeting. The proper submission of price-bid on E-tendering portal may be done subsequently.</strong></td>
</tr>
<tr>
<td><strong>Last date and time for submission of Bids</strong></td>
<td><strong>16 August 2021 upto 2.30 p.m.</strong></td>
</tr>
<tr>
<td><strong>Opening of Technical Bid</strong></td>
<td><strong>16 August 2021 at 3.00 PM at NABARD Haryana Regional Office, Sector 34 A, Chandigarh.</strong></td>
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<tr>
<td><strong>Opening of Financial Bid</strong></td>
<td><strong>Date &amp; time will be advised separately to the shortlisted/qualified bidders</strong></td>
</tr>
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| **Contact Persons & Email** | **For any clarification you may contact below mentioned Phone/Mobile nos. and email ID :**  
1. Sh. Devender Kumar, AGM,  
   0172-5116833  
2. Shri Rajat Verma, Asstt. Manager,  
   0172-5116839, M. Ph : 97170-76791  
Email- dpsp.haryana@nabard.org** |

1.5 In case any mentioned date is holiday/Sunday, the next working date will be accepted as date of that activity.

1.6 The price –bid document on E-tender portal may face technical issues, so NABARD reserves the right to revise the technical bid & price bid and also include the clarifications of Pre-bid meeting. Hence, Bidders are advised to prepare the price-bid in Excel Sheet and upload the rates on the E-tender portal after pre-bid meeting. The pre-bid clarifications will be part of tender.

Yours faithfully,

_Sd/-_  
(Ravinder Singh)  
DGM- DPSP  
NABARD, Haryana Regional Office  
Chandigarh
FORM OF APPLICATION FOR SUBMITTING TENDER
(to be submitted on Contractor’s own letterhead)

Ref. No. Date:

Chief General Manager
National Bank for Agriculture and Rural Development
Haryana Regional Office,
Chandigarh – 160022

Dear Sir,

E-Tender for Major repair works of 23 NABARD Officers Flats Located at Modern Housing Complex, Manimajra, Chandigarh

1. With reference to our response to your previous advance tender & subsequent empanelment, I am / We are pleased to offer myself/ourselves to be prospective bidder for this work in your organization.

2. I / We have read and understood the tender and Instructions/conditions appearing in the technical financial bid/ tender and I/We understand that if any false information is detected at a later stage, any future contact made between me/ourselves and NABARD, on the basis of the information given by me/us, will be treated as invalid by NABARD.

3. I/We agree that the decision of NABARD, Haryana RO, Chandigarh in selection/shortlisting/empanelment/awarding will be final and binding on me/us.

4. I have visited the sites before quoting the rates. All the terms and conditions of the tender, have been accepted by us. We have not made any conditional offer.

5. I/We, therefore, request you to kindly consider our bid/tender.

Thanking you

Yours faithfully,

(Signature of Authorised person on behalf of firm/agency/contractor)

Attachments – Technical Bid and Price/Financial Bid (through e-tendering only)

(Strike down whichever is not applicable)
Section 01
TECHNICAL BID

A. Scope of Work under Tender of Major Repair Work

A.1 Description of the Property

a. 23 nos. NABARD Officers flats at Modern Housing Complex (MHC), Manimajra, Chandigarh: 10 nos. Category-I Flats, 10 nos. Category-II flats and 03 nos. category III flats. NABARD reserves the right to modify the number of flats in each category. The flat numbers will be intimated after award of work.

A.2 Completion Time Period of the Assigned work

The assigned work shall be completed within a period of 07 months to be reckoned from the 07th day of date of award of work order. The extension of time period will be granted on the basis of genuine reasons, otherwise liquidated damage will be imposed. The Tenderers are advised to quote the rates with due statutory provisions as necessary, based on the scope of works and specification/description of items as well as terms and conditions contained in the Tender Document. The quoted rates shall be inclusive of disposal of debris at the appropriate designated place of MC, Chandigarh.

PART B TERMS & CONDITIONS OF CONTRACT

General Condition of Contract

1. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

Employer: The term employer shall denote NABARD with their Haryana Regional Office at Plot no. 3A, Sector-34A, Chandigarh and any of its employees representative authorized on their behalf.

Architects / Consultants: The term Architects shall mean M/s. CREATIVE CONSORTIUM, SCO 56-57, Swastik vihar, MDC, Sector-5, Panchkula or in the event of his / their ceasing to be the Architects for the purpose of this contract such other persons as the employer shall nominate for the purpose.

Contractor: The term contractor shall mean ______________________________ (Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.
Site: The site shall mean the flats – mentioned above as description of property.

Bank Engineer: Any Engineer appointed from time to time by the NABARD shall act as Engineer for the said Contract at the said site.

Architect Engineer/ Supervisor: Any Engineer appointed at site by the engaged Architect

Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the contractor will made them available to the employer/architect whenever necessary.

In case any detailed Working Drawings are necessary contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by the Employer/Architects as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

“The Works” shall mean the work or works to be executed or done under this contract.

“Act Of Insolvency” shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.

“The Schedule Of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.

“Priced Schedule Of Quantities” shall mean the schedule of quantities duly priced and submitted through e-tendering with the accepted quoted rates of the contractor.

“Contract” shall mean the Articles of Agreement, the general conditions, special conditions, the appendix, the schedule of quantities, specifications and drawings etc. attached here to and duly signed.
'Contract Price’ shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.

‘Notice in Writing’ or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

‘Net Prices’ any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression ‘net rates’ or ‘net prices’ when used with reference to the contract or account shall be hold to mean rates or prices so arrived at.

‘Virtual Completion’ shall mean the date on which work has been completed in the opinion of the Architect and Employer fit for possession/ occupation.

“Date of commencement” shall be from one-week, from the date of issue work order to the contractor or day on which the contractor will take possession of site whichever is earlier

2. SCOPE OF WORK:

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect and Employer. The Architect with approval of Employer issue further drawings and / or written instructions, details directions and explanations which hereafter collectively referred to as ‘Architect’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 specification.
c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.

d) The demolition removal and / or re-execution of any work executed by the contractor/s.

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

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

g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period of one year from the date of virtual completion and 03 years for waterproofing works from the date of virtual completion).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer’s or his agent / Architect’s instructions, provided always that verbal instructions, directions and explanations given to the contractor’s or his representative upon the works by the Employer’s or his agent / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent / Architects. The employer in consultation with the Architects as provided in clause “variation” shall fix rates of items not mentioned in the priced schedule of quantities.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERERS SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall include the cost of these items in the quoted rates like carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the employer or his agent / Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS
The entire set of tender paper issued to the tenderer should be submitted and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer.

(Also see general rules and instructions for the guidance of Tenderers)

The schedule of quantities shall be filled in as follows:

I. The “Rate” column to be legibly filled through e-tender.

II. Amount column to be filled in for each item and the amount for each sub head as detailed in the “Schedule/ Bill Of Quantities”.

III. The tentative quantities are mentioned in the tender and subject to variation. It is not mandatory for NABARD to execute the mentioned quantities. NABARD reserves the right to modify the mentioned quantities or deleting that item quantity.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / Architects detailed analysis of any or all the rates shall be submitted. The Employer / Architects shall not be bound to recognize the contractor’s analysis. All corrections are to be initialed.

The works will be paid for as “measured work” on the basis of actual work done and not as “lumpsum” contract, unless otherwise specified. The mode of measurement (If not mentioned alongwith item description) will be as per CPWD specifications.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer / Architects.
The employer has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.

5. AGREEMENT

The successful contractor will be required to sign agreement in accordance with the draft agreement from enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto for the agreement. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The Contractor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of an local authority, and of any water, lighting and other companies on authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the Architect’s written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the Contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming to the provisions, regulations or bylaws in questions.

The Contractor shall bring to the attention of the Architect all notices required by the said acts, regulations or bylaws to be given to any Authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architect /Employer.

The Contractor shall identify the Employer against all claims in respect of patent rights, designs, trade marks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions
arising from such claims, unless he has informed the Architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all statutory taxes, GST, duties royalties, labour cess, works contract tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

8. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works. The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labour (Regulation and Abolition) Act 1970.

9. QUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Architects shall be considered to be approximate and subject to variation. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering 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 things necessary for the completion of the works.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

11. Interest Free EARNEST MONEY AND SECURITY DEPOSITS

The EMD will be 2% of the quoted price which will be paid in two parts. One part will be of Rs 50,000/- (Rupees Fifty Thousand only) which may be submitted to NABARD.
current account through NEFT at the time of tender submission. The second/balance part will be deposited within one week from date of award of work. The EMD of unsuccessful bidders will be refunded.

The Employer will retain 5% as RMD from each bill and EMD will also be adjusted towards RMD in final bill. An amount of Rs. 2.00 lakhs will be retained for the additional two years after one year of defect liability period from RMD amount towards waterproofing work. Balance RMD will be refunded after defect liability period. The Contractor can raise an RA (Running Account) bill of amount more than Rs. 40.00 lakhs which will be settled in one month period from date of receipt of bill with necessary documents. The final bill (having value more than 10% of estimated cost of Rs. 395 lakhs) will be settled in 03 months period and contractor has to submit virtual completion certificate as well as “No Claim Certificate”.

No mobilization advance will be given by NABARD, so necessary financial resources will be mobilized by agency/contractors.

Validity of submitted tender will of 03 months and accepted rates will remain same for next 12 months or completion time whichever is later. The work will be awarded on the basis of Least Cost System (LCS) and Integrity pact will be part of tender.

In case, two bidders have quoted the equal/same tender amount, both will be given the opportunity to given further rebate on the quoted price for deciding about the L-1 agency. The L-agency has to liaison with Chandigarh Housing Board (CHB) for carrying out the work as well as any association whenever required.

The Bank/NABARD does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by the Bank. If required, the Bank may call written clarification from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by the Bank within a stipulated time. The Bank reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing refer the same to the Employer / Architects whose decision shall be final and binding.

13. TIME OF COMPLETION, EXTENSION OFTIME&PROGRESS CHART

The Contractor shall be allowed admittance to the site on the ‘Date of Commencement’ stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same (except such painting or other decorative work as the
Architect may desire to delay). On or before the “Day of Completion “ stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Architect the works be delayed:

By force major or

By reason of any exceptionally inclement weather or

  c. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor’s won default or

  d. By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Architect and not referred in the Schedule of Quantities and / or specifications or

  e. By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or

  f. By reason of the Architect’s instructions as per clause 2, or

  g. In consequence of the Contractor not having in due time, necessary instructions from the Architect for which he shall have specifically applied in writing ahead of time, giving the Architect reasonable time to prepare such instructions, the Architects shall 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 possible, give written notice thereof the Architect, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the Architect to proceed with the work.

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Programme/Bar chart for carrying out the work stage in the stipulated time fore the approval of Architect / Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by Architect a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.
The Contractor must inform the Architect within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall Adhere to the approved program and arrange for the materials and labour etc accordingly. Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

14. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer / Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at rate of Rs. 50/- for each day of delay subject to maximum of 1% of the contract value (without extra items).

15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects on receipt of such intimation, shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.
16. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer / Architects, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer / Architects at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube), transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Employer / Architects when so directed by the Engineer / Architects and written approval from Employer / Architects must be obtained prior to placement of order.

Any damage (during constructions) to any part of the work for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

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

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

17. REMOVAL OF IMPROPER WORK
The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Architects shall be done by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials.

18. SITE ENGINEER

Architect will appoint a Site Engineer as required, who will be representative of the Architect. NABARD (Employer) will also designate Bank Engineer for this work. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer’s/Architect representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer’s representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Architect / Employer.

The Employer’s Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the Architect is obtained, the work will from time to time be examined by the Architect or the Employer’s representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Architect / Employer.

19. CONTRACTOR’S EMPLOYEES
The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer / Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers’ on the work as far as possible. No laborers below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

a) The payment of Wages Act.
b) Employer’s Liability Act.
c) Workmen’s Compensation Act.
e) Apprentices Act 1961
f) Minimum Wages Act
g) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless an indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor’s laborers’ are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the laborers’ engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in
connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

20. DISMISAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

21. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

22. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor’s employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.
The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The original insurance policy will be with NABARD which will be jointly in the name of the Employer and contractor and the duplicate will be with the contractor. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the CAR (Contractors All Risk Policy) for insurance equal to the 1.25 times amount of issued work order for this work in the joint name of NABARD & Contractor. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

23. MEASUREMENTS

Before taking any measurement of any work the contractor/ its representative deputed by him shall give reasonable notice to the employer. The mode of measurement will depend upon the unit mentioned in the Schedule of Quantities. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor’s bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

24. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer’s / Architects. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor’s bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.
The Employer will deduct retention money as described in clause 11 of these conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor to the architect within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect. The payment of final bill shall be made by the employer within 45 days from the date of receipt of bill from Architect.

Final Payment

The final bill shall be accompanied by a certificate of completion from the Employer / Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 11 of these conditions, which shall be refunded after the completion of the Defects Liability Period after receiving the Employer’s / Architect’s certificate that the contractor has rectified all defects to the satisfaction of the Employer / Architects. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

25. VARIATION / DEVIATION

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer / Architect can increase or decrease any quantities to any extend or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor’s profit and overheads plus applicable GST.
26. **SUBSTITUTION**

Substitution is generally not allowed, in case of exception it will be permitted after the approval of the Employer / Architects in writing for any such substitution well in advance. Materials designated in this specification shall be prefer first and in case of non-availability those mentioned in BoQ the substitution by “Equal” or “Other approved” etc. needs approval of the Employer / Architect in writing.

27. **CLEARING SITE ON COMPLETION**

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

28. **DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained under clause no.11 together with any expenses the Employer may have incurred in connection therewith.

29. **CONCEALED WORK**

The contractor shall give due notice to the Employer/Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Architect be either opened up for measurement at the contractor’s expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.
30. **IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

31. **SUSPENSION OF WORKS**

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been compiled with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 43. (Termination of Contract by Employer)

32. **TERMINATION OF CONTRACT BY EMPLOYER**

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

33. **ARBITRATION**

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

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

a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.

b. Member of Council of Arbitrators
c. Fellow of the Institution of Engineers

d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity

e. Fellow of Indian Institute of Architects

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

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

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

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

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

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

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

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

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
A. **SPECIAL CONDITIONS OF CONTRACT**

1. **DRAWINGS AND SPECIFICATIONS**

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architect, and in accordance with such written instructions, directions and explanations as may from time to be given by the Architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceedings with such work, give notice in writing to this effect to Architect, and in the event of the Architects/employer agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Architect and the contractor fail to agree as to whether or to there is an extra, then, if the Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and it so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself on order for variation unless, in addition to the Architect’s signature, it bears express words stating that is intended to be such an order or bears a remark ‘VALID FOR EXECUTION’. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 (Authorities notices, patent right and royalties) or by the Authorities of directions in drawing of the Architect as herein mentioned.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished by the Architect to the Contractor. The Architect shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which is his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or his representatives shall, at all reasonable time have access to the same and shall be return to the Architect by the contractor before the issue of the Final certificate.

2. **INSPECTION OF DRAWINGS**

Before filling in the tender, the contractor will have to check up all drawings and schedule of quantities, and will have to get an immediate clarification from the Architect on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.
3. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer / Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer / Architect. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as GST, Royalties, duties, excise, turnover tax, GST on works contract, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India. The quotes rates shall be inclusive of cost of debris disposal at designated place of MC, Chandigarh.

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

a. Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc

b. Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.

c. Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.

4. SITE SUPERVISION

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment may be consulted with Employer / Architect. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

5. MATERIALS AND WORKMANSHIP

The contractor under this contract binds himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of the employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

6. DIMENSIONS
Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Large-scale details take precedence over small-scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

7. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the CPM/PERT/BAR chart charges for Architect’s approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the programme of works as per CPM/PERT/BAR charts showing the proportionate progress of work.

8. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the Employer / Architect before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer / Architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

9. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Architect and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated
that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

10. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to lock after his materials, stores equipments etc.

10. RATES

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initiated by the contractor. Rates quoted by the contractor for the same item in different schedules will be same and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. Incase of discrepancy between figures and the words the rate quoted in words shall be taken as correct one ( if applicable for e-tender). All quoted rates should be inclusive of GST, cess & tax on works contract. Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

11. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and / or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules

a. The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.

b. The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof
c. Where extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Architect shall fix in consultation with the Employer such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.

d. Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Architect, the workmen’s name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra items of contract shall be completed within the ‘period of final measurement’ or with in three months of the completion of the contract works as defined under clause no 16 (Certificate of Virtual Completion)

12. EXTRA ITEMS RATES

The work or extra items shall be started only after the approval of extra items rates by client / Architect. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost plus 15% for profit plus applicable GST.

13. ARCHITECT’S DRAWINGS AND INSTRUCTIONS

A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contract, during or before the start of construction work, the Contractor shall inform the Architects in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. Incase of other drawing is required by the contractor he will give a minimum ten days notice to the Employer / Architect.

14. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT EMPLOYER’S INSTRUCTIONS

If the contractor after receipt of written notice from the architect requiring compliance with such further drawings and/or Architects instruction, fails within seven days to comply with the same, the Employer / Architect may employ and pay other persons to execute any such
work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the Employer on a Certificate by the Architect as a debit or may be deducted by him from any money due or which become due to the Contractors.

15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

a. The contractor shall furnish the Employer / Architect the following:
b. Detailed industrial statistics regarding the labor employed by him etc
c. The Power of Attorney, name and signature of his authorized representative who will be in charge for the execution of work
d. The list of technically qualified persons employed by him for the execution of this work.
e. The total quantity and quality of materials used for the works.
f. The list of plant and machinery employed for this work.

16. ARCHITECT’S DELAY IN PROGRESS

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

17. CERTIFICATE AND PAYMENTS

The contractor shall be paid by the Employer from time to time, by installments under interim Certificates to be issued by the Architect to the contractor on account of the works executed by the contractor when in the opinion of the Architect, work to the approximate value, named in the Appendix as ‘Value of work for interim Certificates’ (or less at the reasonable discretion of the Employer / Architect) has been executed in accordance with this contract, subject however, to a retention of the percentage of such value need in the Appendix here to mentioned as ‘retention percentage for interim Certificates’ until the total amount retained shall reach the sum named in the appendix as Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work. And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the Architect the sum of money named in
the Appendix after satisfying themselves as ‘Installment after Virtual Completion ’ being a part of the said ‘Total Retention Money’.

The Contractor shall be entitled to the payment of the final balance in accordance with the final Certificate to be issued in writing by the Architect at the expiration of the period refer to as ’ The Defect Liability Period’ in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defect made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or after the completion shall not relieve the Contract from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination world have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works and materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any certificate if the works or any part thereof is not being carried out to his / employer satisfaction.

The Architect may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

Payment upon the Architect’s Certificates shall be made within a period named in the Appendix as ‘Period of honoring of Certificates’ after such Certificates have been delivered to Employer.

18. DELAYED PAYMENTS

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Architect hereunder shall, if not paid within the ‘Period of honoring of Certificate’ no interest paid by the Employer.

19. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any ‘Act of God’ Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

20. INCOME-TAX AND WORKS CONTRACT TAX
Income Tax and Works Contract Tax shall be deducted at source by the client from the contractor’s interim and final bill payments as per Statutory Regulations.

21. SITE MEETINGS
A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

22. ACTION WHERE THERE IS NO SPECIFICATION
In case of any class of work for which there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect.

23. REPORTING OF ACCIDENT TO
The contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

24. TYPOGRAPHICAL CLERICAL ERRORS
The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

25. WORK PERFORMED AT CONTRACTOR’S RISK
The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor’s risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repaid or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

26. SPECIAL CONDITIONS OF CONTRACT
In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.
PART B

TECHNICAL SPECIFICATIONS OF CIVIL WORKS

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

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

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

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

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

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

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

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

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

2.1 GRANITE/MARBLE STONE FLOORING or Kitchen Counter

Granite Stone/ Marble of approved shade and design shall be procured from the approved shop/place. Intermediate joints all over to be applied with the proper jointing compound. End jointing shall be done in Epoxy Grout. The finished floor shall not sound hollow when tapped with a mallet. If so the stone shall be refitted or replaced, properly jointed & finished. Final grinding shall be done with tin-oxide until floor shines to mirror finish. When use of machine for polishing by machines is not feasible or possible, rubbing & polishing shall be done by hand grinder or by hand in the same manner as specified.

3.1 MATERIAL

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

3.1.1 Timber

The timber shall be of the best of its kind available, properly seasoned and of mature growth. It shall be free from decay and insect attack, saps, warps, cracks, knots & knot holes and any other defects which may affect the looks or harm the strength of the member. All the timber shall be seasoned as per CPWD Specifications.

3.1.2 Plywood

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

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

<table>
<thead>
<tr>
<th>ELASTICITY: - Cross grain 200N/mm²</th>
<th>DENSITY: - 0.75gm/cc</th>
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</thead>
<tbody>
<tr>
<td>BENDING RADIUS: -</td>
<td></td>
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<tr>
<td>6mm</td>
<td>10mm diameter</td>
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<tr>
<td>8mm</td>
<td>12mm diameter</td>
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### 3.1.3 Block boards:

All Block boards and formed boards shall be of specified thickness, uniform in colour texture, finish. They shall comply to IS code and shall bear IS marking. They shall be pressed with exterior quality phenol formaldehyde resin in hot press. Unless otherwise stated, grade I (Exterior grade) block board shall be used for construction. Face veneers shall be commercial on both faces.

### 3.1.4 MDF Boards

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

ii) MDF Boards shall not be used in wet areas such as toilets, bathrooms etc. and location subject to direct water. At every joint of the cladding an expansion gap of 3mm to 6mm should be provided.

### 3.1.5 Pre-laminated Boards

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

### 3.1.6 Decorative Timber Veneer Ply

i) 3.5 - 4.0mm thick straight grained matching approved veneers shall be used. The veneer shall be resin bonded & suitable for the intended use. The decorative veneer should have attractive appearance due to figure, colour, grain, luster etc. The decorative veneer surface shall be selected for figure, texture, color and grain characteristics. All the veneer shall be from one lot and shall be group matched so as to be similar in grain and characters. Architect’s prior approval of the lots is to be obtained before the same is procured. The grains/flowers shall be strictly placed either horizontally or vertically or diagonally and matched as per instructions of the Owner. The decorative veneered surface shall be free from torn grain, dead knots, discoloration and sapwood. Where group match veneers are specified it shall refer to a certain number of decorative matched plywood panels, matching in figure, colour and grain as required to form a
group to give an overall general effect, the quantity of each group unless mentioned in the
schedule shall be restricted to at least one enclosed cabin space, as the case may be. The
decorative veneered surfaces with figures shall not be allowed unless specified with schedule.
For majority of veneers the contractor shall arrange for selection of finishing material from bulk
stocks of the supplier. A joint visit shall be arranged by the contractor along with ARCHITECT
? employer for the selection process. This shall have no bearing on the cost to the employer.

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

3.1.7 Laminate Sheets

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

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

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

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

3.1.11 Fabric shall be of approved make and shade and fixed with approved adhesive as specified
by Architect. Wall fabric shall achieve Class 1 surface spread of flame.
3.1.12 Fasteners: All fixing anchor, bolts, screws, nuts, washers or other miscellaneous anchoring / fixing devices shall be of non magnetic stainless steel and approved by Architect and shall provide adequate strength.

3.1.13 High Pressure Laminate (HPL) / compact laminate Panels

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

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

Following criteria shall be involved in selection of compact laminate
   a) No solvent are used in production
   b) No heavy materials are used.
   c) The energy requirements during curing are extremely low.
   d) Recycling is possible.
   e) More than 60% of raw materials are renewable.
   f) The durability of the product ensures the performance of the composite throughout its entire life cycle.

TECHNICAL SPECIFICATIONS FOR PLUMBING WORKS

1.0 Special Conditions

1.1 Scope of work

1.1.1 The form of Contract shall be according to the "Conditions of Contract". The following clauses shall be considered as an extension and not in limitation of the obligation of the Contractor.

1.1.2 Work under this Contract shall consist of furnishing all labour, materials, equipment and appliances necessary and required. The Contractor is required to completely furnish all the plumbing and other specialised services as described hereinafter and as specified in the Bill of Quantities and/or shown on the plumbing drawings.

1.1.3 Without restricting to the generality of the foregoing, the sanitary installations shall include the following:-
1. **Plumbing Works**

- Sanitary Fixtures
- Soil, Waste, Vent, Pipes & Fittings
- Water Supply System
- Sewerage & Drainage

1.2 Services rendered under this section shall be done without any extra charge.

2 **Specifications**

2.1 Work under this Contract shall be carried out strictly in accordance with specifications attached with the tender.

2.2 Items not covered under these specifications due to any ambiguity or misprints, or additional works, the work shall be carried out as per specifications of the latest Central Public Works Department with upto date amendments as applicable in the Contract.

2.3 Works not covered under Para 2.1 and 2.2 shall be carried out as per relevant Codes & Bureau of Indian Standards and in case of its absence as per British Standard Code of Practice.

3 **Execution of work**

3.1 The Contractor should visit and examine the site of work and satisfy himself as to the nature of the existing roads and other means of communication and other details pertaining to the work and local conditions and facilities for obtaining his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding, incorrect information on any of these points or on ground of insufficient description will be allowed.

3.2 The work shall be carried out in conformity with the Plumbing drawings and within the requirements of architectural, HVAC, electrical, structural and other specialised services drawings.

3.3 The Contractor shall cooperate with all trades and agencies working on the site. He shall make provision for hangers, sleeves, structural openings and other requirements well in advance to prevent hold up of progress of the construction schedule. All supports to the civil structure shall be provided with dash fasteners as per approved make only.

3.4 On award of the work, Contractor shall submit a schedule of construction in the form of a PERT chart or BAR chart for approval of the Architect/Consultant. All dates and time schedule agreed upon shall be strictly adhered to within the stipulated time of completion/commissioning along with the specified phasing, if any.

4 **Drawings**
4.1 Contract drawings are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the architectural and other services drawings.

4.2 Architectural drawings shall take precedence over plumbing or other services drawings as to all dimensions.

4.3 Contractor shall verify all dimensions at site and bring to the notice of the Architect all discrepancies or deviations noticed. Decision of the Architect shall be final.

4.4 Large size details and manufacturers dimensions for materials to be incorporated shall take precedence over small scale drawings.

4.5 Any drawings issued by the Architects/Consultant for the work are the property of the Architects/Consultant and shall not be lent, reproduced or used on any works other than intended without the written permission of the Architects/Consultant.

5 Inspection and testing of materials

5.1 Contractor shall be required, to produce manufacturers test certificate for the particular batch of materials supplied to him. Contractor may be required to get the material tested from outside approved laboratory for confirmation of material as per PM/Client instruction as and when required. The tests carried out shall be as per the relevant Bureau of Indian Standards.

5.2 For examination and testing of materials and works at the site Contractor shall provide all testing and gauging equipment necessary but not limited to the following:

   a) steel tapes
   b) Weighing machine
   c) Plumb bobs, sprit levels, hammer
   d) Micrometers
   e) Hydraulic

5.3 All such equipment shall be tested for calibration at approved laboratory, if required by the Architect. All testing equipment shall be preferably located in special room meant for the purpose.

5.4 Samples of all materials shall be got approved by Bank' Engineer/Architect and PM and should be first make of the approved make list before placing order and the approved samples shall be deposited with the Architect.
SPECIAL CONDITIONS

1. General:

1.1 These special conditions shall be read in conjunction with the description of the item of work in the Bill(s) of Quantities, the particular Specifications, Local Statutory Regulations, Indian Standards Specifications/Codes and the drawings. All the above quoted documents, shall be considered supplementary to each other. However, in the case of conflict amongst the various provisions the owner's and the consultants opinion will be final and shall be adopted.

1.2 The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working labour rates prevalent in the area, in fact all matters affecting his prices and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

2. Rates

2.1 The rates quoted shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given on the specifications but are essential in the opinion of the Engineer-in-charge to the execution of works to confirm to good workmanship and sound engineering practice. The Consultant/Employer reserves the right to make any minor changes during the execution without any extra payment.

2.2 The Consultants decision to clarify any item under minor changes, minor extras and constructional details shall be final, conclusive and binding on the Contractor.

2.3 The rates quoted by the Contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.

2.4 The rates quoted by the Contractor shall include for supplying materials and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Consultant/Employer and which in the opinion of the Consultant cannot be made better, and for maintaining the same. The rates shall be complete in all respects also including cost of materials, erection, fabrication, labour, supervision, tools and plant, transport, sales and other taxes royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffoldings, etc., on the basis of works contract. The rates quoted shall include all taxes, duties, transport, insurance, octroi, or any other levies applicable under the statute.

3. Materials:

3.1 The Contractor shall ensure to the satisfaction of the Consultant/Employer that the materials are packed in original sealed containers/packing bearing manufacturer's markings and brands etc., except where the gross quantity required is a fraction of the smallest packings. Materials not complying with this requirement shall be rejected.

3.2 Testing of Materials:
a) When required by the Consultant, the Contractor shall provide all facilities at site or at manufacturer's works or in an approved laboratory for testing the materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor unless specified otherwise in the Contract. The Contractor shall, when required to do so by the Consultant shall submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets etc., showing that the materials have been tested in accordance with requirements of these specifications. The samples for Tests shall be selected by the Client/Consultant.

4. Rectification of Defects:

4.1 Any defect in the work done or materials used in the works pointed out by the Consultant shall be rectified within a week or such extended time as may be allowed in this failing which the said defect shall be got rectified by the Consultant at the risk and cost of the Contractors.

5. Conduit and Cables Layout:

5.1 Prior to the pulling of wires, the Contractor shall verify the conduits laid at site by Civil Contractors and satisfy themselves about the adequacy of the same. The contractors shall prepare Wiring layout along with Conduit layout and submit for approval. Prior to laying of the cables, the Contractor shall submit to the Consultant detailed layout plans of the cable net work and get the same approved. The layout plans shall contain particulars regarding size and routes of the cables. The Cables shall be procured only after approval of Layout Drawings.

6. Regulations & Standards:

6.1 The installation shall conform in all respects to Indian Standard Code of Practice for Electrical Wiring Installation IS:732 and IS:2274. It shall also be in conformity with the current Indian Electricity Rules and Regulations and requirements of the local Electric Supply Authority in so far as these become applicable to the installation. Wherever this specification calls for higher standard of material and/or workmanship than those required by any of the above regulations then this specification shall take precedence over the said regulations and standards.

7. Shop Drawings:

7.1 The Contractor shall prepare and submit to the Consultant for the approval of detailed fabrication drawings for Main LT Panels/SwitchGears/Rising Mains special boxes and Distribution Board, switch board, special any other equipment to be fabricated by Contractor within 60 days of signing of the contract.

8. Completion Drawings:

8.1 At the completion of the work and before issuance of certificate of virtual completion the contractor shall submit to the consultant/Employer layout drawings drawn at approved scale indicating the complete wiring system "As Installed". These drawings shall in particular, give the following information.

(a) Run and size of conduits, inspection, junction and pull boxes.
(b) Location and rating of sockets and switches, controlling the light and power outlets.
(c) Number and size of conductors in each circuit.
(d) Location and details of distribution boards, mains, switches, switchgear and other particulars.
(e) A complete wiring diagram, as installed and schematic drawings showing all connections in the complete electrical system.
(f) Location of telephone outlets, T.V. Music & Fire Alarm outlet boxes, junctions boxes, sizes of various conduits.

(g) Locations of all earthing stations, routs and size of all earthing conductors, manholes etc.

(h) Layout and particulars of all cables.

9. Manufacturer's Instructions:

9.1 Where manufacturers have furnished specific instructions, rating to the materials used in this job, covering points not specifically mentioned in the documents, these instructions shall be followed in all cases.

10. Completion Certificate:

10.1 On completion of the Electrical Installation a certificate shall be furnished by the Contractor counter signed by a licensed supervisor, under whose direct supervision the installation was carried out.

This certificate shall be in the prescribed form as required by the local supply authority. The Contractor shall be responsible for getting the drawings and Electrical Installation inspected and approved by the local Authority concerned.

11. Qualified Competent Supervision:

11.1 The Contractor shall employ competent fully licensed, qualified full time Engineer to direct the work of Electrical installation in accordance with drawings and specifications. The Engineer shall be available at all times on the site to receive instructions from Consultant in the day to day activities, throughout the duration of the contract. The foremen shall co-relate the progress of the work in conjunction with all relevant requirements of the supply authorities.

12. Approval from MSEB / Electrical Inspectorate:

The Contractor shall prepare and submit all the relevant drawings as per the Requirement of AP TRANSCO/ Electrical Inspectorate and obtain the Approvals from MSEB and other related authorities. No incidental expenses will be paid towards the same. Only statutory fees if any will be paid by NABARD.
TECHNICAL SPECIFICATIONS

I)  INTERNAL ELECTRIFICATION

1. Scope :

This specification is intended to cover the requirements of supply, installation, testing and commissioning of electrical wiring installation and other accessories required for its satisfactory operation. This covers the essential requirements or precautions regarding wiring installations for ensuring satisfactory and reliable service.

2. Standards :


3. Construction:

Wall mounted switch boards shall be installed such that the bottom is at a minimum height of 1.35 m above finished floor level wherever applicable, as indicated in the drawing. Equipment which is on the front of a switch board shall be so arranged that inadvertent personnel contact with live parts is unlikely during the manipulation of switches, changing of fuses or similar operation.

In every case in which switches and fuses are fitted on the same pole, these fuses, shall be so arranged that the fuses are not live when their respective switches are in 'OFF' position.

No fuses other than fuses in instrument circuit shall be fixed on the back or behind a switch board panel or frame.

4. Capacity of circuit :

Lighting Circuits shall not have more than a total of ten points of fans, 5A socket outlets and light points and its total load shall not exceed 800 watts. Lights, fans, and 5A socket outlets can be wired on a single common circuit. If fan circuit is drawn separately, circuit shall not be used more than eight points and load shall not exceed more than 800 watts. In the circuit, the neutral and earth wires can be looped up to 10 points. From distribution boards Neutral & Earth wires shall be run for every circuit.

The power circuits shall not have more than two outlets per circuit if load to be fed by each outlet is less than 1KW, and if load is more than 2KW, each outlet shall be connected to a separate circuit.

Switches : All switches shall be placed in the live conductor of the circuit and no single pole switch or fuse shall be inserted in the earth or earthed neutral conductor of the circuits. Single pole switches (other than for multiple control) carrying not more than 15 amperes may be of the piano flush type and the switch shall be 'ON' when the knob is down.

Lamp holders : Lamp holders for use on brackets and the like shall have not less than 1.3 cm nipple and all those for use with flexible pendant shall be provided with cord grips. All lamp holders shall be provided with shade carriers. Where centre contact Edison screw lamp holders are used, the outer or screw contact shall be connected to the 'middle wire' or the neutral or to the earthed conductor of the circuit.

Lamps : All incandescent lamps, unless otherwise specified shall be hung at a height of not less than 2.5 m above the finished floor level.
Ceiling rose : a) A ceiling rose or any other similar attachment shall not be used on circuit, the voltage of which normally exceeds 250 volts. Every socket outlet shall be controlled by a switch. The switch controlling the socket shall be on the 'live' side of side line. 5 Amps and 15 Amps socket-outlet shall normally be fixed at any convenient place 60 cm above the floor level or near such level as indicated in drawing. 15 Amps socket outlets in kitchen shall be fixed at convenient place 23cm above the working platform. In a room containing a fixed bath or shower, there shall be no socket outlet and there shall be no provision for connecting a portable appliance.

5. Recessed MS conduit wiring system:

a) Making of chase : The chase in the wall shall neatly be made and shall be of suitable dimension to permit the conduit to be fixed in the manner desired by the Engineer-in-charge. In the case of buildings under construction, chases shall be provided in the wall, ceiling, etc. at the time of their construction and shall be filled up neatly after erection of conduit and brought to the original finish of the wall.

b) Fixing of conduit in chase : The conduit shall be fixed by means of staples or by means of saddles not more than 600 mm apart. Fixing of standard bends or elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself with a long radius which will permit easy drawing-in of conductors. All the threaded joints of rigid steel conduits shall be treated with approved preservative compound to ensure protection against rust.

c) Inspection boxes : To permit periodical inspection and to facilitate replacement of wires, suitable inspection boxes shall be provided at convenient locations. They shall be mounted in flush with the wall. The minimum size of inspection boxes shall be 75 x 75 mm. Suitable ventilating holes shall be provided in the inspection box covers.

d) Types of accessories to be used : All outlets, such as switches and sockets, may be either of flush mounting type or of surface mounting type. The switches and other outlets shall be mounted on such boxes. The metal box shall be efficiently earthed with the earth continuity wire run along the conduit. When crossing through expansion joints in buildings, the conduit sections across the joint may be through flexible copper bellows of the same size as PVC conduit. The Number of wires that can be drawn through a conduit shall be strictly as per IS 732 and as mentioned in Drawings.

6. MS Conduits:

MS conduit shall be black enameled and of thickness not less than 16SWG and of size minimum 19 mm dia. The Conduit shall conform to IS 9537/ Part II

Bunching of cables : Separate conduits shall be used for bunching of conductors of AC supply and DC supply for lighting and small power outlet circuits. All outlets of conduit systems shall be properly drained and ventilated, but in such a manner so as to prevent the entry of insects etc. as far as possible.

Bends in conduit : Wherever necessary, bends or diversions may be achieved by bending the conduits or by employing normal bends, inspection bends, inspection boxes, elbows or similar fittings. In case of plain conduit, heat may be used to soften the conduit for bending and forming joints. Positioning of conduit in close proximity to hot surfaces should be avoided.
7. Testing of wiring:

The following tests shall be carried out on all types of wiring on completion of the work & before energizing the installation:

i) Insulation resistance test,
ii) Electrical continuity test,
iii) Earth continuity test,
iv) Earth electrode resistance test,
v) Switch polarity test.
i) Insulation Resistance test:

The insulation resistance shall be measured by using 500 v megger between the following points.

Phase and neutral conductor with all fuses in position and all switches in closed condition and main switch in OFF position with lamps and other devices removed.

Between earth and whole system of conductors with all fuses in place, all switches closed and all lamps in position.

Between all conductors connected to one phase of the supply of the above tests shall not be less than 50 divided by the number of points on the circuit. Where a whole installation is being tested, a lower value than that given by the above formula is acceptable subject to a minimum of one megaohm.

The insulation resistance in megaohm as obtained by each of the above tests shall not be less than 50 divided by the number of points on the circuit. Where a whole installation is being tested, a lower value than that given by the above formula is acceptable subject to a minimum of one megaohm.

(ii) Electrical continuity test:
Each and every circuit shall be tested for electrical continuity by using a multimeter.

(iii) Earth continuity test:
The earth continuity conductor including metal conduit shall be tested for electrical continuity and the resistance of the same along with the earthling lead measured from the connection with the earth electrode to any point in the earth continuity conductor in the complete installation shall not exceed one ohm.

iv) Earth electrode resistance test:
The earth electrode resistance test shall be tested as specified in section

(v). Switch polarity test:
Test shall be made to verify that all switches in every circuit have been fitted in the same conductor throughout and such conductor shall be marked for connection to the phase conductor.

8 Distribution Boards:

All the distribution boards shall be with MCBs as described in the respective schedule.

The distribution boards shall be controlled by a switch fuse, miniature circuit beaker or an isolator
as described in the respective schedule. Each outgoing circuit shall be provided either with MCB or a fuse on the phase. The neutral shall be connected to a common link and be capable of being disconnected individually for testing purposes.

The distribution boards shall be located as indicated in the respective electrical working drawings and as directed by Engineer - in - charge. The distribution boards shall be fixed on wall in the niche provided and marked with the details of circuits, source of supply, size of incoming wires Etc.,

All marking shall be clear and legible.

The total load of the consuming devices shall be evenly distributed between the number of ways of distribution board.

The consuming devices circuit shall be connected to distribution board in proper sequence, so as to avoid unnecessary crossing of wires.

Cables shall be connected to a terminal only by crimped lugs.

Cables shall be rigidly fixed in such a manner that a clearance of at least 2.5cm is maintained between conductors of opposite polarity or phase and between the conductors and any material other than insulating material.

The incoming and outgoing cables shall be neatly bunched.

9. MOUNTING HEIGHTS :

The Mounting heights of various fixtures shall be as specified in the Drawings.

A6) List of approved make of Material / Trade for supplying the material
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item /Make</th>
<th>Make or brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Switches, sockets, holders and ceiling rose etc.</td>
<td>Anchor/Havell or equivalent</td>
</tr>
<tr>
<td>2</td>
<td>Tube lights, Bulbs, Halogens / Mercury bulbs</td>
<td>Philips/Crompton or Equivalent</td>
</tr>
<tr>
<td>3</td>
<td>MCB / RCCBs/ ELCBs</td>
<td>Legrand/Havell or equivalent</td>
</tr>
<tr>
<td>4</td>
<td>Wires</td>
<td>Finolex, Polycab or R RKabel</td>
</tr>
<tr>
<td>5</td>
<td>Casing capping &amp; PVC conduits</td>
<td>Precision/Shivam or equivalent</td>
</tr>
<tr>
<td>6</td>
<td>Switchboards</td>
<td>Presto teak or equivalent</td>
</tr>
<tr>
<td>7</td>
<td>Kit-Kat fuses (porcelain)</td>
<td>Anchor or equivalent</td>
</tr>
<tr>
<td>8</td>
<td>Fan regulators – Electronic</td>
<td>Anchor type or approved equivalent</td>
</tr>
<tr>
<td>9</td>
<td>Fan capacitor</td>
<td>Asian, Crompton, Philips or equivalent.</td>
</tr>
<tr>
<td>10</td>
<td>FTL Choke (copper ballast)</td>
<td>Philips or equivalent</td>
</tr>
<tr>
<td>11</td>
<td>Bearings</td>
<td>SKF or Equivalent</td>
</tr>
<tr>
<td>12</td>
<td>Contactors</td>
<td>Siemens, L &amp;T</td>
</tr>
<tr>
<td>13</td>
<td>LED</td>
<td>Philips, Syska or equivalent</td>
</tr>
<tr>
<td>14</td>
<td>Geyser element and thermostat</td>
<td>Bajaj, Usha, Powerpack or equivalent</td>
</tr>
</tbody>
</table>

Unless otherwise mentioned any of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used, if approved by NABARD in case of non-availability of that make in the market. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.
DECLARATION

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

____________________
Signature of Tender

____________________
Address____________________

____________________

____________________

Date:_____________________

NOTE: All technical clarification if any should form a part of technical bid. Technical clarifications after opening of the tender will not be entertained at any cost.
Section C

Safety Code

1. As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

2. The Contractor shall maintain in a readily accessible place first-aid appliances including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

3. Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc by persons deployed by Contractor are strictly prohibited in the building premises.

4. The Contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training on fire-fighting, will not be paid by NABARD.

5. The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.

6. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.

7. A penalty of Rs. 100/- (Rupees. One Hundred only) shall be levied for violation of safety norms. A penalty of Rs. 200/- (Rupees Two Hundred only) shall be levied if violation is repeated.

8. Penal action will also be taken if the Contractor’s workmen do not wear proper uniforms/dress and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank’s establishments, its officers and the families of its officers residing in flats.

9. The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.

10. An adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher.

11. Safety precautions of portable electrical appliances

   Precautions in handling of portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to safety of personnel and property.

   a) Broken sockets/pin plugs/loose connections

      These conditions cause sparking leading to fault conditions or electric shock situations. Wire shall not be directly inserted in sockets, as an earthy lead on phase socket can give a shock to operator.

   b) Polarity of phase/phase, neutral and earth
Certain appliance such as poroscopes may give violent electric shock during work if polarity conditions are not satisfied.

c) Joints in flexible cables

Usage of portable appliance is that electrical and physical integrity of a joint may be suddenly affected, leading to severe sparking and fire if combustible or flammable materials are at the joint. Perhaps this may not be noticed by operator at all. For this and similar reasons, joints in cables of portable appliances are not permitted at all.

d) Appliance body grounding and system grounding

In the absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase or body fault during usage. Further, all earth pin socket must have low impedance and mechanically firm earthing according to Indian Electricity Rules so that safety is assured to operator even under such fault conditions.

e) Water leakages

Water reduces efficacy of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation. Switches in chronic leakage areas should preferably be de-energised until rectification action and contractors must apprise Premises Department.

f) Excavation/Additions/Alterations of building etc.

During excavations, alterations of buildings etc. every care shall be taken that electric shock or damage to cables, etc. are avoided. De-energisation of circuits must be considered.

Declaration by the Contractor:

We / I have read and understood the Safety code for the said contract and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Signature:

Place:

Date:

Name and Seal:
ARTICLE OF AGREEMENT  

Annexure-1  

( Non-judicial stamp of Rs. 200/-)  

THIS AGREEMENT is made at Chandigarh on this_____day of ……. 2021  

BETWEEN  

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Haryana Regional Office, Plot- 3, Sector-34 A, Chandigarh, hereinafter referred to as NABARD (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the ONE PART.  

And  

M/s __________________________ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at___________________________________  

hereinafter referred to as the ‘Contractor’ (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the OTHER PART.  

(NABARD and the Contractor are collectively hereinafter referred to as “the Parties”)  

WHEREAS  

(1) NABARD Haryana Regional Office Chandigarh, being desirous of awarding the works relating to Major Repair Works of 23 NABARD Officers Flats Located at Modern Housing Complex, Manimajra, Chandigarh (hereinafter referred to as “the said works” of its premises at office building and residential colonies (hereinafter collectively referred to as the said premises”) had vide its letter no____________ Dated____________ issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is given as Section 1 of this Tender and to be read as part and parcel of this Agreement.  

(2) The Contractor had, vide its letter dated____________2021 submitted its Tender for undertaking the said works at the said Premises.  

(3) NABARD, vide this letter of Intent No____________ Dated___________2021 had selected the Contractor for carrying out the said works at the said Premises.  

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works as per tender terms & conditions at the said Premises hereinafter appearing.  

NOW THIS INDENTURE WITNESSES AS FOLLOWS:  

1. The Contractor shall commence work from 7th day of award of work. NABARD shall agreed to pay according to tender amount of consideration of Rs____________ for the said work to the contractor for carrying out the said works in the said Premises as per the details given in the Tender. The rate will remain fixed throughout the entire period of contract and is inclusive of all costs such as GST, insurance, taxes, duties, levies, labour cess, transportation, debris disposal etc.
2. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

3. 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.

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

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

6. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site and for achieving the desired performance in treating the specified quantity of sewage, at the rate contained in the Schedule of Rates or as provided in the said conditions.

7. The Tenderer shall afford every reasonable facility for carrying out of 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.

8. 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.

9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within the time period prescribed in the tender reckoned from the date of commencement of the work subject nevertheless to the provision for extension of time.

10. All payments by the Employer under this contract will be made only in Chandigarh.

11. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.

12. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

13. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand. To NABARD or any other authority under law.

14. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part or its staff and its employees etc. if NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this Contract.
15. The Contractor will have to deposit an EMD / initial security amount of Rs. 50,000/- (Rupees Fifty thousand ) for in the form of NEFT/ RTGS from a Commercial Bank covering the period of this Agreement. In case the Agreement is further extended beyond the initial period, the security deposit would be retained.

16. In case of breach of any terms and conditions of this Agreement or refusal of accepting the work order, the Performance/ initial Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

17. In case, the Contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the security Deposit of the Contractor, to the extent of the loss or obligation in monitory terms. If the adjustment is not possible, then the same may be recoverable from the contractor.

18. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

19. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.

20. The Contractor shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

21. If the services of the contractor are not found satisfactory, the contractor will be given one-month notice to improve his services. If the Contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the Contractor fails to Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till date of termination this Agreement.

22. Resolution of Disputes

1.0 This Agreement shall be governed by and construed in accordance with the laws of India.

1.1 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD’s representative and the Contractor’s representatives.

1.2 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows: “Any dispute or difference whatsoever arising between the partied out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

1.3 The Venue of the arbitration shall be at Chandigarh.

1.4 The language of arbitration shall be English.
1.5 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

1.6 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

1.7 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

1.8 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

1.9 The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the…… day, …..month and…… year first herein above written.

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

Witness #2
Signature:
Name:
Address

SIGNED & DELIVERED by

(Authorised person of bidder)
If the bidder is a partnership firm
or an an individual
should be signed by all or on
behalf of all the partners.
in the presence of:

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

Directors who have signed these

If the bidder signs under Presents
Common seal, the signature
clause should tally with the
sealing clause in the Articles
of Association

SIGNED AND DELIVERED by the Bidder
If the bidder is signing by the
by the hand of Shri…………..
Or authorised by Power of Attorney,
Whether a company or an
Individual.

Duly Constituted Attorney.

Witness #1
## Annexure 2

### Details of EMD along tender & Tender Cost Deposited

<table>
<thead>
<tr>
<th>Name of the Firm / Agency</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bank</td>
<td></td>
</tr>
<tr>
<td>Amount (Rs)</td>
<td></td>
</tr>
<tr>
<td>UTR No</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
Annexure 3

Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY’S / FIRM’S LETTER HEAD)

Ref No: 

Date: __/08/2021

To

The Chief General Manager
Haryana RO, Sector 34 A, Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name…………………….

This has reference to your above e- having No. NB.HR. DPSP/     /Major Repair- 28/ 2021-22 dated 26/07/2021. Mr./Mrs./Miss-------- is hereby authorized to submit the tender, participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company until tendering process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender.

The specimen signature is attested below:

_______________________
Specimen Signature of Representative

_______________________
Signature of Authorizing Authority

_______________________
Name of Authorizing Authority
(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:
This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.
**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the Contractors for effecting payments

<table>
<thead>
<tr>
<th></th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Account Holder (As appearing in the Bank Account)</td>
</tr>
<tr>
<td>2</td>
<td>Name of the Bank</td>
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<tr>
<td>3</td>
<td>Name of the Branch</td>
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<td>4</td>
<td>Account number</td>
</tr>
<tr>
<td>5</td>
<td>RTGS/NEFT/IFS Code</td>
</tr>
<tr>
<td>6</td>
<td>Type of Account (Savings, Current, etc)</td>
</tr>
<tr>
<td>7</td>
<td>PAN Number</td>
</tr>
<tr>
<td>8</td>
<td>GSTN Number</td>
</tr>
</tbody>
</table>

Signature

Please attach

  i. Photocopy of one cancelled cheque leaf of the above Bank Account
  ii. Copy of PAN Card and
  iii. Copy of GST No
  iv. Copy of Registration of the Firm
INDEMNITY BOND

(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri..............................................................of M/s ..............................................................do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Haryana Regional Office at Plot-3, Sector-34 A, Chandigarh – 160022 and M/s.............................................................. having their office at .................................................................................................................... on this ............. day of........................ 2021.

WHEREAS NABARD have appointed M/s................................................as the Contractor for their Proposed Service Work relating to "Major Repair Works of 23 NABARD Officers Flats Located at Modern Housing Complex, Manimajra, Chandigarh”.

THIS DEED WITNESSETH AS FOLLOWS :

I/We M/s ..............................................................hereby do Indemnify, and same harmless NABARD against and from

1. 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, 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,

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

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

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

IN WITNESS WHEREOF THE M/s ..............................................................has set his/their hands on this ............. day of ............. 2021.

SIGNED AND DELIVERED BY THE AFORESAID for M/s..............

Name of Signatory

IN THE PRESENCE OF WITNESS :

(1) ..................................................

(2) ..................................................
Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

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.

   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 1 – 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 1, 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 1, or if the Principal is entitled to terminate the contract according to Section 1, 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 Subodh Kumar Goel
Advocate and Financial Agency, 501, Tower-6
Common Wealth Games Village New Delhi – 110 092

(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 Regional Office of the Principal, i.e. Chandigarh.

(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)

Place __________________
Date ________________

Witness 1:
(Name & Address) _______________________________________________________
                                                     _______________________________________________________
                                                     _______________________________________________________

Witness 2:
(Name & Address) _______________________________________________________
                                                     _______________________________________________________
                                                     _______________________________________________________